

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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AFFIDAVIT OF SERVICE

I, Elizabeth Adam, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On November 16, 2007, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery and (ii) upon the parties listed on Exhibit B hereto via electronic notification:

- 1) Expedited Motion for Orders Under 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002 and 9014 (A)(I) Approving Bidding Procedures, (II) Granting Certain Bid Protections, (III) Approving Form and Manner of Sale Notices, and (IV) Setting Sale Hearing Date and (B) Authorizing and Approving Sale by Delphi Automotive Systems LLC and Delphi Technologies, Inc. of Certain Equipment and Other Assets Primarily Used in Debtors' Saginaw Chassis Business Free and Clear of Liens ("Saginaw Chasses Asset Sale Motion") [a copy of which is attached hereto as Exhibit C]
- 2) Third Amendment to Asset Purchase Agreement [a copy of which is attached hereto as Exhibit D]
- 3) Asset Purchase Agreement Among TRW Integrated Chassis Systems LLC, Delphi Automotive Systems LLC, and Delphi Technologies, Inc. Dated: September 17, 2007 [a copy of which is attached hereto as Exhibit E]
- 4) [Proposed] Order Under 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002, 6004, and 9014 Authorizing and Approving Sale by Delphi Automotive Systems LLC and Delphi Technologies, Inc. of Certain Equipment and Other Assets Primarily Used in Debtors' Saginaw Chassis Business Free and Clear of Liens ("Saginaw Chassis Asset Sale Approval Order") [a copy of which is attached hereto as Exhibit F]

- 5) Order Under 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002 and 9014 (I) Approving Bidding Procedures, (II) Granting Certain Bid Protections, (III) Approving Form and Manner of Sale Notices, and (IV) Setting Sale Hearing Date in Connection with Sale of Saginaw Chassis Equipment and Other Assets ("Saginaw Chassis Asset Bidding Procedures Order") (Docket No. 10958)

Dated: November 20, 2007

/s/ Elizabeth Adam
Elizabeth Adam

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 20th day of November, 2007, by Elizabeth Adam, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: /s/ Leanne V. Rehder

Commission Expires: 3/2/08

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2491	sean.p.corcoran@delphi.com karen.i.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel to Flextronics International
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Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L Rodburg Richard J Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuige@ffhsj.com sliviri@ffhsj.com	Counsel to Equity Security Holders Committee
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General Electric Company	Valerie Venable	9930 Kinsey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
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Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	mariaivalerio@irs.gov	IRS
IUE-CWA	Conference Board Chairman	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164		Creditor Committee Member
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Squire, Sanders & Dempsey L.L.P.	Eric Marcks	One Maritime Plaza	Suite 300	San Francisco	CA	94111-3492		Counsel to Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
Steinberg Shapiro & Clark	Mark H. Shapiro	24901 Northwestern Highway	Suite 611	Southfield	MI	48075	248-352-4700	Counsel to Bing Metals Group, Inc.; Central Transport International, Inc.; Crown Enterprises, Inc.; Economy Transport, Inc.; Logistics Insight Corp (LINC); Universal Am-Can, Ltd.; Universal Truckload Services, Inc.
Stroock & Stroock & Lavan, LLP	Joseph G. Minias	180 Maiden Lane		New York	NY	10038	212-806-5400	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. a
Swidler Berlin LLP	Robert N. Steinwurtzel	The Washington Harbour	3000 K Street, N.W. Suite 300	Washington	DC	20007	202-424-7500	Attorneys for Sanders Lead Co., Inc.
Togut, Segal & Segal LLP	Albert Togut, Esq.	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	Conflicts counsel to Debtors
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy	Allied Industrial and Service Workers, Intl Union (USW), AFL-CIO	David Jury, Esq.	Five Gateway Center Suite 807	Pittsburgh	PA	15222	412-562-2549	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
Vorys, Sater, Seymour and Pease LLP	Robert J. Sidman, Esq.	52 East Gay Street	P.O. Box 1008	Columbus	OH	43216-1008	614-464-6422	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
Vorys, Sater, Seymour and Pease LLP	Tiffany Strelow Cobb	52 East Gay Street		Columbus	OH	43215	614-464-8322	Counsel to America Online, Inc. and its Subsidiaries and Affiliates
Warner Stevens, L.L.P.	Michael D. Warner	301 Commerce Street	Suite 1700	Fort Worth	TX	76102	817-810-5250	Counsel to Electronic Data Systems Corp. and EDS Information Services, L.L.C.
Winstead Sechrest & Minick P.C.	Berry D. Spears	401 Congress Avenue	Suite 2100	Austin	TX	78701	512-370-2800	Counsel to National Instruments Corporation
WL Ross & Co., LLC	Stephen Toy	600 Lexington Avenue	19th Floor	New York	NY	10022	212-826-1100	Counsel to WL. Ross & Co., LLC

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Adair Co Mo	Adair Co Collector	County Courthouse	106 W Washington St	Kirksville	MO	63501	
Adams County In	Adams County Treasurer	313 W Jefferson St		Decatur	IN	46733	
Addison Village Of	Treasurer	211 N Steer St		Addison	MI	49220	
Adrian City Of Lenawee	Treasurers Office	100 E Church St		Adrian	MI	49221	
Aiken Co Sc	Aiken Co Tax Treasurer	PO Box 636		Aiken	SC	29802	
Alabama Department Of Revenue	Business Privilege Tax Unit	PO Box 327431		Montgomery	AL	36132-7431	
Alabama Department Of Revenue	Individual & Corporate Tax Division	Corporate Income Section	PO Box 327430	Montgomery	AL	36132-7430	
Alabama Dept Of Revenue	Sales Use & Business Tax Division	PO Box 327710		Montgomery	AL	36132	
Alabama Etowah County	Sales Tax Division Lgrec Inc	PO Box 1324		Hartselle	AL	35640	
Alameda County Tax Collector		1221 Oak St Room 131		Oakland	CA	94612	
Alatax		PO Box 830725		Birmingham	AL	35683	
Alief Isd Tx	Alief Isd Tax Office	14051 Bellaire Blvd		Houston	TX	77803	
Allen County In	Treasurer Of Allen County	PO Box 2540		Fort Wayne	IN	46801	
Allen County Treasurer		PO Box 123		Lima	OH	45802	
Allen County Treasurer		One East Main St Room 100		Fort Wayne	IN	46801-2540	
Alma City Of Gratiot		525 E Superior St	Box 278	Alma	MI	48801	
Anderson Co Sc	Anderson Co Treasurer	PO Box 8002		Anderson	SC	29622	
Anderson Co Tn	Anderson County Trustee	101 N Main St	Room 203	Clinton	TN	37716	
Angelina Co Tx	Angelina Co Tax Assessor Collector	PO Box 1344		Lufkin	TX	75902	
Angelina County	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064	
Annual Report Processing Center	Secretary Of State North Dakota	600 E Blvd Ave Dept 108	PO Box 5513	Bismarck	ND	58506-5513	
Arizona Corporation Commission	C/o Annual Reports	Corporations Division	1300 W Washington	Phoenix	AZ	85007-2929	
Arizona Department Of Revenue		PO Box 29079		Phoenix	AZ	85038-9079	
Arkansas Secretary Of State	Business And Commercial Services	PO Box 8014		Little Rock	AR	72203-8014	
Ashtabula County Treasurer		25 W Jefferson St		Jefferson	OH	44047	
Autauga County Al	Autauga County Revenue Commissioner	218 North Court St		Prattville	AL	36067	
Baldwin County Al	Baldwin County Revenue Commissioner	PO Box 1549		Bay Minette	AL	36507	
Bangor Twp Bay	Treasurer	180 State Pk Dr		Bay City	MI	48706	
Bartholomew County In	Bartholomew County Treasurer	PO Box 1986		Columbus	IN	47202	
Bay City City Of Bay	Treasurer	301 Washington Ave		Bay City	MI	48708	
Bay County Tax Collector	Co Jerry W Gerde Esq	239 E 4th St		Panama City	FL	32401	
Bd Of Ed South Western City Sch Dst	Treasurer	3805 Marlane Dr		Grove City	OH	43123	
Bedford Co Tn	Bedford County Trustee	102 North Side Square		Shelbyville	TN	37160	
Ben Hill County Ga	Ben Hill County Tax Commissioner	PO Box 1393		Fitzgerald	GA	31750	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Berkley City Of Oakland		3338 Coolidge Hwy		Berkley	MI	48072	
Bexar Co Tx	Bexar Co Tax Assessor / Collector	PO Box 2903		San Antonio	TX	78299	
Bexar County	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205	
Blackford County In	Blackford County Treasurer	PO Box 453		Hartford City	IN	47348	
Board Of County Commissioners Of Johnson County Kansas	Johnson County Legal Dept	Johnson County Admin Bldg	111 S Cherry St Ste 3200	Olathe	KS	66061-3441	
Board Of Equalization		PO Box 942879		Sacramento	CA	94279	
Boone Co Ky	Boone County Sheriff	PO Box 198		Burlington	KY	41005	
Boulder Co Co	Boulder County Treasurer	PO Box 471		Boulder	CO	80306	
Boulder County Treasurer	Bob Hullinghorst	PO Box 471		Boulder	CO	80306	
Bourbon Co Ky	Bourbon County Sheriff	301 Main St		Paris	KY	40361	
Bowie Independent School District	Andrew Dylan Wood	Ray Wood & Bonilla Llp	PO Box 165001	Austin	TX	78716	
Brevard County Tax Collector		PO Box 2020		Titusville	FL	32781	
Brighton City Of Livingston	Treasurer	200 N First St		Brighton	MI	48116	
Brighton Twp Livingston	Treasurer	4363 Buno Rd		Brighton	MI	48114	
Brownsville Isd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35	PO Box 17428 7428	Austin	TX	78760-7428	
Brownsville Isd Tx	Brownsville Isd Tax Office	PO Box 4050		Brownsville	TX	78523	
Buena Vista Twp Saginaw	Buena Vista Twp Treasurer	1160 S Outer Dr		Saginaw	MI	48601	
Bureau Of Customs Border Protection	Commisioner	Department Of Homeland Security	1300 Pennsylvania Ave Nw	Washington	DC	20229	
Burkburnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307	
Burkburnett Isd Tx	Burkburnett Isd Tax Office	PO Box 608		Burkburnett	TX	76364	
Burton City Of Genesee	Treasurer	4303 S Ctr Rd		Burton	MI	48519	
Butler Co Ky	Butler County Sheriff	PO Box 100		Morgantown	KY	42261	
Butler Co Mo	Butler Co Courthouse	100 N Main		Poplar Bluff	MO	63901	
Butler County Treasurer	Government Services Building	315 High St 10th Fl		Hamilton	OH	45011	
Byron Twp Kent	Treasurer	8085 Byron Ctr Ave Sw		Byron Ctr	MI	49315	
Cabarrus Co Nc	Cabarrus Co Tax Collector	65 Church St Se		Concord	NC	28026	
California Secretary Of State	Statement Of Information Unit	PO Box 944230		Sacramento	CA	94244-2300	
Cameron Co Tx	Cameron Co Tax Assessor/collector	PO Box 952		Brownsville	TX	78522	
Cameron County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Campbell Co Va	County Of Campbell Treasurer	PO Box 37		Rustburg	VA	24588	
Campbell County Treasurers Office		PO Box 37		Rustburg	VA	24588	
Canada Border Service Agency	Mr Alain Jolicoeur	191 Laurier Ave West	15th Fl	Ottawa	ON	K1A 0L8	
Canada Customs And Revenue Agency		275 Pope Rd Ste 103		Summerside Pe		C1N 6A2	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Canton Twp	Treasurer	PO Box 87010		Canton	MI	48187	
Carolyn P Bowers Montgomery County Trustee		PO Box 1005		Clarksville	TN	37041	
Carrollton Farmers Branch Independent School District	Andrea Sheehan	Law Offices Of Robert E Luna P C	4411 N Central Expressway	Dallas	TX	75205	
Carrollton Farmers Branch Isd Tx	School Tax Assessor / Collector	PO Box 110611		Carrollton	TX	75011	
Cass County In	Cass County Treasurer	200 Court Pk		Logansport	IN	46947	
Catawba Co Nc	Catawba Co Tax Collector	PO Box 368		Newton	NC	28658	
Cca Municipal Income Tax Charter Township Of Brighton		1701 Lakeside Ave		Cleveland	OH	44114-1179	
Chelsea	Harris & Literski	822 E Grand River		Brighton	MI	48116	
Cherokee Co Ga	Cherokee Bd Of Collector	305 S Main St	Ste 100	Chelsea	MI	48118	
Chesterfield Co Sc	Chesterfield Co Tax Treasurer	100 North St		Canton	GA	30114	
Chris Hughes Okaloosa County Tax Collector	Philip A Bates Pa	PO Box 750		Chesterfield	SC	29709	
Christian Co Ky	Christian County Sheriff	PO Box 1390		Pensacola	FL	32591-1390	
Cincinnati Income Tax Division		501 S Main St		Hopkinsville	KY	42240	
City & County Of Denver Co		805 Central Ave	Ste 600	Cincinnati	OH	45202-5756	
City & County Of Denver Co	Treasury Division	144 W Colfax Ave / PO Box 17420		Denver	CO	80217	
City And County Of Denver Treasury	Attn Karen Katros Bankruptcy Analys	Mcnichols Civic Ctr Bldg	144 W Colfax Ave Room 384	Denver	CO	80202-5391	
City If Bristol Ct	City If Bristol Tax Collector	PO Box 1040		Bistol	CT	06011	
City Income Tax	Room G 29	142 W Michigan Ave		Lansing	MI	48933-1697	
City Of Akron Ohio	Income Tax Division	1 Cascade Plaza 11th Fl		Akron	OH	44308-1100	
City Of Bowling Green Ky	Treasury Division	PO Box 430		Bowling Green	KY	42102-0430	
City Of Brookhaven Ms	City Tax Collector	PO Box 560		Brookhaven	MS	39602	
City Of Brownsville Tn	City Clerk	PO Box 375		Brownsville	TN	38012	
City Of Chester Ct	City Of Chester Tax Collector	PO Box 314		Chester	CT	06412	
City Of Clinton Tn	Clinton City Recorder	100 Bowling St	City Hall	Clinton	TN	37716	
City Of Columbia		707 N Main St		Columbia	TN	38401	
City Of Columbia Ms	City Of Columbia Tax Office	201 2nd St		Columbia	MS	39429	
City Of Coopersville	Law Weathers & Richardson Pc	333 Bridge St Ste 800		Grand Rapids	MI	49504	
City Of Dayton	Attn Tax Collections	City Of Dayton Finance Department	101 W Third St	Dayton	OH	45402	
City Of Dayton	Department Of Finance	Division Of Revenue & Taxation	PO Box 1830	Dayton	OH	45401-1830	
City Of Dayton Income Tax		PO Box 2806		Dayton	OH	45401-2806	
City Of Dearborn	James J Oconnor Treasurer	City Hall	13615 Michigan Ave	Dearborn Michigan			
City Of Derby Ct	City Of Derby	35 5th St	City Hall	Derby	CT	06418	
City Of Dry Ridge Ky	City Of Dry Ridge	PO Box 145	31 Broadway	Dry Ridge	KY	41035	
City Of Dunn Nc	City Of Dunn Tax Collector	PO Box 1107		Dunn	NC	28335	
City Of El Paso	David G Aelvoet	Linebarger Goggan Blair & Sampson L	711 Navarro Ste 300	San Antonio	TX	78205	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
City Of Fitzgerald Ga	City Of Fitzgerald	Minicipal Building	116 N Johnston St	Fitzgerald	GA	31750	
City Of Flint	Douglas Bingaman	1101 S Saginaw St		Flint	MI	48502	
City Of Flint Eft	Douglas M Philpott	503 S Saginaw St Ste 1415		Flint	MI	48502	
City Of Franklin	Tax Collector	PO Box 705		Franklin	TN	37065	
City Of Franklin Tn	City Of Franklin	Property Tax Office	109 3rd Ave S Ste 143	Franklin	TN	37064	
City Of Gallatin Tn	Gallatin City Recorder	132 W Main St	Room 111	Gallatin	TN	37066	
City Of Germantown Tn	City Of Germantown	PO Box 38809		Germantown	TN	38183	
City Of Gordonsville Tennessee	Jamie D Winkler Esq Bellar & Winkler	212 Main St N	PO Box 332	Carthage	TN	37030	
City Of Gordonsville Tn	Gordonsville City Clerk	PO Box 357	105 S Main St	Gordonsville	TN	38563	
City Of Harlingen	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
City Of Harlingen Tx	Harlingen Tax Office	305 E Jackson Ste 102	PO Box 1343	Harlingen	TX	78551	
City Of Hazlehurst Ms	City Of Hazlehurst Tax Office	PO Box 314		Hazlehurst	MS	39083	
City Of Henderson Ky	City Of Henderson Collector	PO Box 716		Henderson	KY	42419	
City Of Hendersonville Tn	City Of Hendersonville	Property Tax Collector	One Executive Pk Dr	Hendersonville	TN	37075	
City Of Jasper Ga	City Of Jasper Tax Dept	200 Burnt Mountain Rd		Jasper	GA	30143	
City Of Kettering Tax Division		PO Box 293100		Kettering	OH	45429-9100	
City Of Knoxville Tn	City Of Knoxville	PO Box 59031		Knoxville	TN	37950	
City Of Lake City	City Of Lake City Tax Dept	5455 Jonesboro Rd		Lake City	GA	30260	
City Of Laredo	C O Laura L Gomez	212 Flores Ave		Laredo	TX	78040	
City Of Laredo Tx	City Of Laredo Tax Assessor	/ Collector	PO Box 6548	Laredo	TX	78042	
City Of Lebanon Tn	Commissioner Of Finance	200 Castle Heights Ave		Lebanon	TN	37087	
City Of Lockport Ny	City Of Lockport	1 Locks Plaza		Lockport	NY	14094	
City Of Lordstown Ohio		1455 Salt Springs Rd		Warren	OH	44481	
City Of Lynchburg Va	City Of Lynchburg	PO Box 9000		Lynchburg	VA	24505	
City Of Mcallen Tx	City Of Mcallen Tax Office	PO Box 3786		Mcallen	TX	78502	
City Of Monroe Mo	City Of Monroe City	PO Box 67		Monroe	MO	63456	
City Of Moraine	Department Of Taxation	4200 Dryden Rd		Moraine	OH	45439-1495	
City Of N Kansas Mo	City Hall / City Collector	PO Box 7468	2010 Howell St	N Kansas City	MO	64116	
City Of Naugatuck Ct	City Of Naugatuck Tax Collector	229 Church St		Naugatuck	CT	06770	
City Of New Brunswick Nj	City Of New Brunswick	78 Bayard St		New Brunswick	NJ	08901	
City Of North Kansas City		2010 Howell St		North Kansas City	MO	64116	
City Of Norwich Ct	City Of Norwich Tax Collector	100 Broadway		Norwich	CT	06360	
City Of Oak Creek Wi	City Of Oak Creek	8640 S Howell Ave		Oak Creek	WI	53154	
City Of Poplar Bluff Mo	City Of Poplar Bluff Mo	191 Oak St		Poplar Bluff	MO	63901	
City Of Portland		111 Sw Columbia St	Ste 600	Portland	OR	97201-5840	
City Of Portland Tn	Portland Tax Collector	100 S Russell		Portland	TN	37148	
City Of Pulaski		PO Box 633		Pulaski	TN	38478	
City Of Radford Va	Treasurer City Of Radford	619 2nd St	Room 164	Radford	VA	24141	
City Of Rochester Ny	City Of Rochester Treasurer	30 Church St		Rochester	NY	14614	
City Of San Marcos	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
City Of Selmer Tn	City Tax Collector	144 N 2nd St		Selmer	TN	38375	
City Of Shelbyville Tn	Shelbyville Treasurer	201 N Spring St		Shelbyville	TN	37160	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
City Of Southington Ct	City Of Southington Tax Collector	PO Box 579		Southington	CT	06489	
City Of Toledo	Division Of Taxation	One Government Ctr Ste 2070		Toledo	OH	43604-2280	
City Of Torrington Ct	City Of Torrington Tax Collector	PO Box 839		Torrington	CT	06790	
City Of Tuscaloosa	Revenue Dept	PO Box 2089		Tuscaloosa	AL	35603	
City Of Vandalia		333 James E Bohanan Memorial Dr		Vandalia	OH	45377	
City Of Walker	Income Tax Administrator	PO Box 153		Grand Rapids	MI	49501-0153	
City Of Warren Income Tax		PO Box 230		Warren	OH	44482	
City Of Waterbury Ct	City Of Waterbury Tax Collector	PO Box 2556		Waterbury	CT	06723	
City Of Watertown Ct	City Of Watertown Tax Collector	PO Box 224		Watertown	CT	06795	
City Of Wentzville Mo	City Collector	310 W Pearce Blvd		Wentzville	MO	63385	
City Of Wichita Falls Tx	Director Of Finance	City Of Wichita Falls	PO Box 1431	Wichita Falls	TX	76307	
Clark Co Nv	Clark County Assessor	500 S Grand Central Pkwy	PO Box 551401	Las Vegas	NV	89155	
Clark Co Wa	Clark County Treasurer	PO Box 9808		Vancouver	WA	98666	
Clark County Ar	Clark County Courthouse	401 Clay St		Arkadelphia	AR	71923	
Clark County Treasurer		31 N Limestone St	PO Box 1305	Springfield	OH	45502	
Clay Co Mo	Clay County Collector	PO Box 219808		Kansas City	MO	64121	
Clayton County Ga	Clayton County Tax Commissioner	121 S Mcdonough St	Courthouse Annex 3 2nd Fl	Jonesboro	GA	30236	
Cleveland Co Nc	Cleveland Co Tax Collector	PO Box 370		Shelby	NC	28151	
Clinton City Recorder		100 Bowling St City Hall		Clinton	TN	37716	
Clinton County In	Clinton County Treasurer	220 Courthouse Sq		Frankfort	IN	46041	
Clio City Of Genesee	City Treasurer	505 W Vienna St		Clio	MI	48420	
Cobb County Ga	Cobb County Tax Commissioner	100 Cherokee St	Ste 250	Marietta	GA	30090	
Collector Of Revenue		41 S Central Ave		Clayton	MO	63105	
Collin Co Tx	Collin Co Tax Assessor / Collector	PO Box 8006		Mckinney	TX	75070	
Collin County Tax	Gay McCall Isaacks Et Al	777 E 15th St		Plano	TX	75074	
Colorado Department Of Revenue				Denver	CO	80261-0006	
Columbiana County Treasurer		PO Box 469		Lisbon	OH	44432-1255	
Comal Co Tx	Comal Co Tax Assessor / Collector	311445		New Braunfels	TX	78131	
Commissioner Of Revenue Services	Department Of Revenue Services	PO Box 2936		Hartford	CT	06104-2936	
Commonwealth Of Kentucky Department Of Revenue	Wendy L Stephens Kentucky Department Of Revenue	100 Fair Oaks 5th Fl	PO Box 491	Frankfort	KY	40602-0491	
Commonwealth Of Massachusetts Department Of Revenue	Anne Chan	Bankruptcy Unit Mdor	PO Box 9564	Boston	MA	02114-9564	
Comptroller Of Maryland		Revenue Administration Division		Annapolis	MD	21411-0001	
Comptroller Of Public Accounts	Texas Sales & Use Tax Division	111 E 17th St		Austin	TX	78774	
Connecticut Department Of Revenue Services	C&E Division Bankruptcy Section	25 Sigourney St		Hartford	CT	06106-5032	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Connecticut Secretary Of State	Document Review	30 Trinity St PO Box 150470		Hartford	CT	06106-0470	
Contra Costa County Collector		PO Box 631		Martinez	CA	94553	
Coopersville City Of Ottawa		289 Danforth St		Coopersville	MI	49404	
Copiah County	Tax Collector	PO Box 705		Hazlehurst	MS	39083	
Corporation Income Tax Section		PO Box 919		Little Rock	AR	72203-0919	
Corporation Tax Return Processing	Iowa Department Of Revenue	PO Box 10468		Des Moines	IA	50306-0468	
County Of Comal	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755	
County Of Denton		5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755	
County Of Hays	Mccreary Veselka Bragg & Allen Pc	5929 Balcones Dr Ste 200	PO Box 26990	Austin	TX	78755	
County Of San Bernardino	Office Of The Tax Collector	172 W 3rd St		San Bernardino	CA	92415	
County Of Santa Clara	Tax Collector	County Government Ctr E Wing	70 W Hedding St	San Jose	CA	95110	
County Of Tuscaloosa	Use Tax Return	PO Box 20738		Tuscaloosa	AL	35402	
Crawford County Treasurer		PO Box 565		Bucyrus	OH	44820	
Customs Counsel Us & Canada	Chet Wilson Delphi Corporation	5825 Delphi Dr	M/c 480 410 228	Troy	MI	48098	
Cuyahoga County Treasurer		1219 Ontario St Rm 112		Cleveland	OH	44113-1697	
Cypress Fairbanks Isd	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064	
Dallas County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201	
Dallas County Tx	Dallas County Tax Assessor	/ Collector	500 Elm St	Dallas	TX	75202	
Darke County Treasurer		504 S Broadway		Greenville	OH	45331	
Davidson Co Tn	Davidson County Trustee	800 2nd Ave N	Ste 2	Nashville	TN	37201	
Daviess Co Ky	Daviess County Sheriff	212 St Ann St		Owensboro	KY	42303	
Dc Office Of Tax & Revenue	Corporation Estimated Franchise Tax	PO Box 96019		Washington	DC	20090-6019	
Dc Office Of Tax & Revenue		6th Fl 941 North Capitol St Ne		Washington	DC	20002-4265	
Dc Treasurer	Dept Of Consumer And Regulatory Affairs Business & Professional	Licensing Admin PO Box 92300	Corporations Division PO Box 92300	Washington	DC	20090	
Dearborn City Of Wayne		PO Box 4000		Dearborn	MI	48126	
Dearborn Countyin	Dearborn County Treasurer	215b W High St	New Administration Bldg	Lawrenceburg	IN	47025	
Dekalb County Al	Dekalb County Revenue Commissioner	206 Grand Ave Sw		Fort Payne	AL	35967	
Dekalb County In	Dekalb County Treasurer	100 S Main St Courthouse		Auburn	IN	46706	
Delaware County In	Delaware County Treasurer	100 W Main St	Room 102	Muncie	IN	47305	
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015-1799	
Delaware County Treasurer		91 N Sandusky St		Delaware	OH	43015	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Delaware Division Of Revenue		PO Box 8719		Wilmington	DE	19899-8719	
Delaware Division Of Revenue		PO Box 8751		Wilmington	DE	19899-8751	
Delta Twp Eaton	Treasurer	7710 W Saginaw Hwy		Lansing	MI	48917	
Denton Co Tx	Denton Co Tax Assessor/collector	PO Box 1249		Denton	TX	76202	
Department of Justice	Michael Garcia	1 St. Andrews Plaza		New York	NY	10007	
Department Of Licensing		PO Box 9048		Olympia	WA	98507-9048	
Department Of Revenue Services		PO Box 2974		Hartford	CT	06104-2974	
Department Of The Treasury Internal Revenue Service	Internal Revenue Service	290 Broadway 5th Fl		New York	NY	10007	
Detroit City Income Tax		2 Woodward	Room B 3	Detroit	MI	48226	
Detroit City Of Wayne	Department 268301	City Of Detroit Property Tax	PO Box 55000	Detroit	MI	48255	
Director Department	Office Of The Illinois State Treasu	1 West Old State Capitol Plaza		Springfield	IL	62701	
Director Of Finance	City Of Elizabethtown	PO Box 550		Elizabethtown	KY	42702-0550	
Division Of Corporations	Annual Report Section	PO Box 6850		Tallahassee	FL	32314	
Division Of Corporations	Nys Department Of State	41 State St		Albany	NY	12231-0002	
Donetta Davidson Secretary Of State	Department Of State	1560 Broadway Ste 200		Denver	CO	80202	
Doug Belden Hillsborough County Tax Collector	Attn Doug Belden	601 E Kennedy Blvd 14th Fl		Tampa	FL	33602	
Dubois County In	Dubois County Treasurer	1 Courthouse Sq		Jasper	IN	47546	
Dyer Co Tn	Dyer County Trustee	PO Box 1360	Courthouse	Dyersburg	TN	38025	
Dyer County Trustee	C O J Michael Gauldin	PO Box 220		Dyersburg	TN	38025	
Eagle Pitcher Corporate Headquarters		2424 John Daly Rd		Inkster	MI	48141	
East Tawas City Of	Treasurer	760 Newman	PO Box 672	East Tawas	MI	48730	
Edgefield Co Sc	Edgefield Co Treasurer	PO Box 22		Edgefield	SC	29824	
El Paso County Tx	El Paso Co Tax Assessor /collector	PO Box 313		El Paso	TX	79999	
Elkhart County In	Elkhart County Treasurer	117 N 2nd St	Room 201	Goshen	IN	46526	
Erie County Treasurer		247 Columbus		Sandusky	OH	44870	
Essexville City Of Bay				Essexville	MI		
Etowah County Al	Etowah County Revenue Commissioner	800 Forrest Ave	Room G 15	Gadsden	AL	35901	
Fairfield County Treasurer		210 East Main St	Room 206	Lancaster	OH	43130	
Fayette County Ga	Fayette County Tax Commissioner	PO Box 70		Fayetteville	GA	30214	
Fayette County In	Fayette County Treasurer	Courthouse		Connersville	IN	47331	
Fenton City Of	Treasurer	301 S Leroy St		Fenton	MI	48430	
Finanzamt Bonn Innenstadt		Welschnonnenstr 15		Bonn		53111	
Flint Charter Twp	Treasurer	1490 S Dye Rd		Flint	MI	48532	
Flint City Of Genesee	Treasurer	PO Box 2056		Flint	MI	48501	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Florida Department Of Revenue		5050 W Tennessee St		Tallahassee	FL	32399	
Florida Department Of State	Division Of Corporations	PO Box 6478		Tallahassee	FL	32314	
Forrest Butch Freeman Oklahoma County Treasurer		320 Robert S Kerr Rm 307		Oklahoma City	OK	73102	
Forsyth Twp Marquette				Gwinn	MI		
Franchise Tax Board		PO Box 942857		Sacramento	CA	94257-0500	
Franklin Co Mo	Franklin Co Collector	300 E Main St	Room 103	Union	MO	63084	
Franklin County Ohio Treasurer		373 S High St 17th Fl		Columbus	OH	43215	
Fulton County Ga	Fulton County Tax Commissioner	PO Box 105052		Atlanta	GA	30348	
Fulton County In	Fulton County Treasurer	125 E 9th St		Rochester	IN	46975	
Gaston Co Nc	Gaston Co Tax Collector	Drawer M		Gaston	NC	27832	
Genesee Twp/genesee Co Genesee	Treasurer	7244 N Genesee Rd		Genesee	MI	48437	
Georgia Department Of Revenue	Department Of Revenue Compliance Division	Bankruptcy Section	PO Box 161108	Atlanta	GA	30321	
Georgia Income Tax Division		PO Box 49432		Atlanta	GA	30359-1432	
Gibson County In	Gibson County Treasurer	101 N Main St		Princeton	IN	47670	
Giles Co Tn	Giles County Trustee	PO Box 678	Courthouse	Pulaski	TN	38478	
Gleyn Twilla	City Tax Collector	425 W Court St		Dyersburg	TN	38024	
Grand Blanc Twp Genesee		5371 S Saginaw St	Box 1833	Grand Blanc	MI	48480	
Grand Rapids Income Tax Department		PO Box 347		Grand Rapids	MI	49501-0347	
Grant Co Ky	Grant County Sheriff	101 N Main St	Courthouse	Williamston	KY	41097	
Grayson County	F R Young Jr Treasurer	PO Box 127		Independence	VA	24348	
Green Oak Twp	Treasurer	10001 Silver Lake Rd		Brighton	MI	48116	
Greene Co Nc	Greene Co Tax Collector	229 Kingold Blvd	Ste B	Snow Hill	NC	28580	
Greene Co Tn	Greene County Trustee	PO Box 115		Greeneville	TN	37744	
Greenwood Co Sc	Greenwood Co Tax Treasurer	528 Monument St	R 101	Greenwood	SC	29646	
Guilford Co Nc	Guilford Co Tax Dept	PO Box 3328		Greensboro	NC	27402	
Gwinnett Co Ga	Gwinnett Bd Of Collector	75 Langley Dr		Lawrenceville	GA	30045	
Habersham County Ga	Habersham County Tax Commissioner	555 Monroe St	Unit 25	Clarkesville	GA	30523	
Hamilton Co Tn	Hamilton County Trustee	210 7th St	Room 210	Chattanooga	TN	37402	
Hamilton County In	Hamilton County Treasurer	33 N 9th St 112	Old Courthouse	Noblesville	IN	46060	
Hamilton County Treasurer		138 E Court St	Room 408	Cincinnati	OH	45202	
Hardin Co Ky	Hardin County Sheriff	100 Public Square	Ste 101	Elizabethtown	KY	42701	
Harlingen Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Harnett Co Nc	Harnett Co Tax Collector	Po 58509		Charlotte	NC	28258	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Harris Co Tx	Harris Co Tax Assessor / Collector	PO Box 4622		Houston	TX	77210	
Harris County City Of Houston	John P Dillman	Linebarger Goggan Blair & Sampson L	PO Box 3064	Houston	TX	77253-3064	
Hawes Twp	Treasurer	1369 N Gehres Rd		Lincoln	MI	48742	
Hawkins Co Tn	Hawkins County Trustee	110 E Main St	Room 203	Rogersville	TN	37857	
Hays Co Tx	Hays Co Tax Assessor / Collector	102 N Lbj Dr		San Marcos	TX	78666	
Haywood Co Tn	Haywood County Trustee	Courthouse		Brownsville	TN	38012	
Henderson Co Ky	Henderson County Sheriff	20 N Main St	Courthouse	Henderson	KY	42420	
Hendricks County In	Hendricks County Treasurer	355 S Washington St	Ste 215	Danville	IN	46122	
Henry County In	Henry County Treasurer	101 S Main St		New Castle	IN	47362	
Hidalgo Co Tx	Hidalgo County Tax Assessor	/ Collector	PO Box 4290	Edinburg	TX	78540	
Hidalgo County	Diane W Sanders	Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741 PO Box 1742	Austin	TX	78760-7428	
Hillsborough County Tax Collector		PO Box 172920		Tampa	FL	33602	
Hinds Co Ms	Hinds Co Tax Collector	PO Box 1727		Jackson	MS	39215	
Hinds County Tax Collector		PO Box 1727	Add Chg 1 08 04 Cp	Jackson	MS	39215-1727	
Hitachi Chemical Co Ltd	Mr Kiyoshi Togawa Vice President and Executive Officer	Shibuya Square Bldg	9 25 Shibaura 4 chome	Minato ku Tokyo		108-0023	Japan
Howard County In	Howard County Treasurer	226 N Main St	2nd Fl	Kokomo	IN	46901	
Howard County Indiana	Michael K Mccrory	Barnes & Thornburg Llp	11 South Meridian St	Indianapolis	IN	46204	
Huntington County In	Huntington County Treasurer	201 N Jefferson	Room 104	Huntington	IN	46750	
Huron County Treasurer	Huron County Auditors Office	16 East Main St		Norwalk	OH	44857	
Illinois Department Of Revenue		PO Box 19008		Springfield	IL	62794-9008	
Illinois State Treasurer		PO Box 19496		Springfield	IL	62794-9496	
Unclaimed Property Div		PO Box 727	333 Je Bohanen Memorial Dr	Vandalia	OH	45377-0727	
Income Tax Office		1315 S Washington		Saginaw	MI	48601	
Indiana Department Of Revenue	Bankruptcy Section Room N 203	100 N Senate Ave		Indianapolis	IN	46204	
Indiana Department Of Revenue		PO Box 7218		Indianapolis	IN	46207	
Indiana Secretary Of State		PO Box 7097		Indianapolis	IN	46207	
Indiana Secretary Of State		302 W Washington St	Room E 018	Indianapolis	IN	46204	
Internal Revenue Service	Insolvency	290 Broadway 5th Fl		New York	NY	10007	
Jackson Co Mo	Jackson County	Manager Of Finance	PO Box 219747	Kansas City	MO	64121	
Jackson Co Ms	Jackson Co Tax Collector	Courthouse	PO Box 998	Pascagoula	MS	39567	
Jackson County	Manager Of Finance	Collection Department	415 E 12th St	Kansas City	MO	64106-8401	
Jasper County In	Jasper County Treasurer	115 W Washington St	Ste 201	Rensselaer	IN	47978	
Jay County In	Jay County Treasurer	120 Court St		Poerland	IN	47371	
Jefferson Co Ky	Jefferson County Sheriff	PO Box 70300		Louisville	KY	40270	
Jennings County In	Jennings County Treasurer	Government Ctr	PO Box 368	Vernon	IN	47282	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Jesse White Secretary Of State	Department Of Business Services	501 S 2nd St		Springfield	IL	62756-5510	
Joe G Tedder Tax Collector		PO Box 1189		Bartow	FL	33830	
Johnson Co Mo	Johnson Co Collector	300 N Holden	Ste 201	Warrensburg	MO	64093	
Johnson County In	Johnson County Treasurer	Courthouse Annex	86 W Court St	Franklin	IN	46131	
Johnson County Ks	Johnson County Treasurer	111 S Cherry St	Ste 1500	Olathier	KS	66061	
Johnson County Treasurer Courthouse Annex		86 W Court St		Franklin	IN	46131	
Johnston Co Nc	Johnston Co Tax Collector	PO Box 451		Smithfield	NC	27577	
Jones Co Ms	Jones Co Tax Collector	PO Box 511		Laurel	MS	39441	
Judy Pitts Revenue Commissioner Etowah County Alabama	Etowah County Courthouse	800 Forrest Ave Rm 5		Gadsden	AL	35901	
Kansas Corporate Tax	Kansas Department Of Revenue	913 Sw Harrison St		Topeka	KS	66699-4000	
Kansas Department Of Revenue	Sales Tax Division	915 Sw Harrison St		Topeka	KS	66625	
Kansas Secretary Of State	Memorial Hall 1st Fl	120 S W 10th Ave		Topeka	KS	66612-1594	
KDAC	KC Jee	580 1 Buk Ri	Nongong Eup	Dalseong Gun	Daigu	711 712	Korea
Ken Burton Jr Cfc	Tax Collector Manatee County	PO Box 25300		Bradenton	FL	34206-5300	
Kentucky Department Of Revenue				Frankfurt	KY	40619-0007	
Kentucky Revenue Cabinet				Frankfurt	KY	40620	
Killam Development Ltd		PO Box 499		Laredo	TX	78042	
King Co Wa	King County Tax Collector	500 4th Ave	Room 600	Seattle	WA	98104	
King County Tax Collector Room 600		500 4th Ave		Seattle	WA	98104-2340	
Knox Co Tn	Knox County Trustee	PO Box 70		Knoxville	TN	37901	
Knox County Trustee	Mike Lowe Knox Co Trustee C O Attorney Dean B Farmer	Hodges Doughty Carson Pllc	PO Box 869	Knoxville	TN	37901-0869	
Kohler Power Systems		444 Highland Dr		Kohler	WI	53044	
Kosciusko County In	Kosciusko County Treasurer	100 W Ctr St		Warsaw	IN	46580	
Lagrange County In	Lagrange County Treasurer	114 W Michigan St	Ste 4	Lagrange	IN	46761	
Lake County Treasurer		105 Main St		Painesville	OH	44077	
Lakeview Local Sch Dst Board Of Education	Treasurer	300 Hillman Dr		Cortland	OH	44410	
Lansing City Of Eaton	Treasurer	1st Fl City Hall	124 W Michigan Ave	Lansing	MI	48933	
Laporte County In	Laporte County Treasurer	PO Box J		Michigan City	IN	46361	
Laporte County In	Laporte County Treasurer	813 Lincolnway Ste 205		Laporte	IN	46360-3491	
Laurens Co Sc	Laurens Co Taxtreasurer	PO Box 1049		Laurens	SC	29360	
Lawrence Co Ky	Lawrence County Sheriff	PO Box 38		Louisa	KY	41230	
Lawrence County In	Lawrence County Treasurer	916 15th St	Ste 27	Bedford	IN	47421	
Lee Co Nc	Lee Co Tax Collector	PO Box 1968		Sanford	NC	27331	
Lexington Co Sc	Lexington Co Treasurer	Dept Of Treasurer	PO Box 3000	Lexington	SC	29071	
Lexington County		212 S Lake Dr		Lexington	SC	29072	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Lexington Fayette Urban County Government Ky	Lexington Fayette	Urban County Government	PO Box 1333	Lexington	KY	40588	
Limestone County Al	Limestone County Revenue Commissioner	200 W Washington St	County Courthouse 2nd Fl	Athens	AL	35611	
Limestone County Revenue Commissioner		100 S Clinton St Ste A		Athens	AL	35611	
Linamar	Brian H Ahlborn Vice President Corporate Development	124 Rock Haven Ln		Pittsburgh	PA	15228	
Linamar	Russ Pollack Director of Sales Chassis Group	25300 Telegraph Rd Ste 450		Southfield	MI	48034	
Lincoln Co Ms	Lincoln County Tax Collector	301 South 1st St	Room 109	Brookhaven	MS	39601	
Lincoln County Tax		301 South 1st Room 109		Brookhaven	MS	39601	
Lockport City School District Ny	Lockport City School District	School Tax Collector	1 Locks Plaza	Lockport	NY	14094	
Logan Co Ky	Logan County Sheriff	PO Box 113		Russellville	KY	42276	
Logan County Ar	Logan County Tax Collector	Logan County Courthouse	25 West Walnut	Paris	AR	72855	
Logan County Treasurer		100 South Madriver St	Room 104	Bellevue	OH	43311	
Lorain County Treasurer		226 Middle Ave		Elyria	OH	44035	
Los Angeles County Collector		PO Box 54027		Los Angeles	CA	90054	
Los Angeles County Treasurer And Tax Collector	Revenue And Enforcement	PO Box 54110		Los Angeles	CA		
Louisiana Department Of Revenue	Eft Processing	PO Box 4018		Baton Rouge	LA	70821-4018	
Louisiana Secretary Of State	Commercial Division	PO Box 94125		Baton Rouge	LA	70804-9125	
Louisville Jefferson County Metro Government	Jefferson County Attorneys Office	Fiscal Court Building	531 Court Pl Ste 1001	Louisville	KY	40202	
Lowndes C Ms	Lowndes Co Tax Collector	PO Box 1077		Columbus	MS	39703	
Lubbock Central Appraisal District	Laura J Monroe	Perdue Brandon Fielder Collins & Mo	PO Box 817	Lubbock	TX	79408-0817	
Lubbock Co Tx	Lubbock Co Tax Assessor /collector	PO Box 10568		Lubbock	TX	79408	
Lucas County Treasurer		One Government Ctr 500		Toledo	OH	43604	
Lula Lunsford Huff Muscogee County Tax Commissioner	Tax Commissioner	PO Box 1441		Columbus	GA	31902-1441	
Lumpkin Co Ga	Lumpkin Bd Of Collector	99 Courthouse Hill		Dahlonega	GA	30533	
Lynda Hall Tax Collector Madison County Courthouse		100 Northside Sq		Huntsville	AL	35801	
Macon Co Nc	Macon Co Tax Collector	5 West St		Franklin	NC	28734	
Madison Co Ky	Madison County Sheriff	101 West Main St		Richmond	KY	40475	
Madison Co Ms	Madison Co Tax Collector	PO Box 113		Canton	MS	39046	
Madison Co Tn	Madison County Trustee	100 E Main	Rm 107	Jackson	TN	38301	
Madison County Al	Madison County Collector	100 Northside Square	County Courthouse	Huntsville	AL	35801	
Madison County In	Madison County Treasurer	16 E 9th St		Anderson	IN	46016	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Madison County Indiana Treasurer	C O Thomas M Beeman	33 W 10th St Ste 200		Anderson	IN	46016	
Madison Heights City Of Oakland		300 W 13 Mile Rd		Madison Heights	MI	48071	
Madison Twp Lenawee	Lenawee County Treasurer	301 N Main St Old Courthouse		Adrian	MI	49221	
Manager Of Finance	Jackson County Manager Of Finance	Bankruptcy 415 E 12th St		Kansas City	MO	64106	
Manatee Tax County Collector		PO Box 25300		Sarasota	FL	25300	
Maricopa Co Az	Maricopa County Treasurer	PO Box 78574		Phoenix	AZ	85062	
Maricopa County Treasurers Office	Barbara Lee Caldwell	Herbert Schenk Pc	4742 N 24th St Ste 100	Phoenix	AZ	85016	
Marion Co Ky	Marion County Sheriff	102 W Main St	Courthouse	Lebanon	KY	40033	
Marion Co Ms	Marion Co Tax Collector	250 Board St	Ste 3	Columbia	MS	39429	
Marion Co Sc	Marion Co Tax Treasurer	PO Box 275		Marion	SC	29571	
Marion Co Treasurer		PO Box 275		Marion	SC	29571	
Marion County In	Marion County Treasurer	200 E Washington St Rm 1001		Indianapolis	IN	46204	
Marion County Tax Collector		PO Box 970		Ocala	FL	34478-0970	
Marshall County Al	Marshall County Revenue Commissioner	Marshall County Courthouse	424 Blount Ave Ste 124	Guntersville	AL	35976	
Marshall County In	Marshall County Treasurer	112 W Jefferson St	Room 206	Plymouth	IN	46563	
Massachusetts Department Of Revenue		PO Box 7025		Boston	MA	02204	
Mathews Local School District		4434 B Warren Sharon Rd		Vienna	OH	44473	
Maury Co Tn	Maury County Trustee	One Public Square		Columbia	TN	38401	
Maury County Trustee		One Public Square		Columbia	TN	38401	
Mcdonald County Collector Cloteel Atkins		Box 725		Pineville	MO	64856	
Mcnairy Co Tn	Mcnairy County Trustee	Courthouse		Selmer	TN	38375	
Medina County Treasurer		144 N Broadway St		Medina	OH	44256	
Metropolitan Trustee Tn	Metropolitan Trustee	PO Box 305012		Nashville	TN	37230	
Miami County Treasurer		201 W Main St	Safety Building	Troy	OH	45373-3263	
Miami Dade County Tax Collector	C O Metro Dade County Paralegal Uni	140 W Flagler St Ste 1403		Miami	FL	33130	
Mich Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30768	Lansing	MI	48909	
Michigan Department Of Treasury		PO Box 30059		Lansing	MI	48909	
Michigan Dept Of Labor & Economic Growth	Bureau Of Commercial Services	Corp Div	PO Box 30702	Lansing	MI	48909	
Milford Township	Milford Township Treasurer	1100 Atlantic		Milford	MI	48381	
Minnesota Department Of Revenue	Corporate Estimated Tax	Mail Station 1260		St Paul	MN	55145-1260	
Minnesota Revenue		Mail Station 1250		St Paul	MN	55145-1250	
Mississippi Corporate Tax Division		PO Box 1033		Jackson	MS	39215-1033	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Mississippi State Tax Commission	Bankruptcy Section	PO Box 23338		Jackson	MS	39225-3338	
Mississippi Tax Commission	Use Tax Return	PO Box 960		Jackson	MS	39205	
Missouri Department Of Revenue		PO Box 700		Jefferson City	MO	65105-0700	
Monitor Township Treasurer		2483 Midland Rd		Bay City	MI	48706	
Monitor Twp	Treasurer	2483 Midland Rd		Bay City	MI	48706	
Monroe Co Mo	Monroe Co Collector	300 N Main	PO Box 245	Paris	MO	65275	
Monroe Co Ny	Monroe County Treasurer	PO Box 14420		Rochester	NY	14614	
Monroe County In	Monroe County Treasurer	Courthouse Room 204		Bloomington	IN	47404	
Monroe County Treasurer		101 N Main St	Room 21	Woodsfield	OH	43793	
Montague Co Tx	Montague Co Tax Assessor Collector	PO Box 8		Montague	TX	76251	
Montague County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201	
Montgomery Co Tn	Montgomery County Trustees Office	350 Pageant Ln	Ste 101 A	Clarksville	TN	37041	
Montgomery Co Tx	Montgomery Co Tax Assessor / Collector	PO Box 201582	PO Box 2233	Houston	TX	77216	
Montgomery Co Va	County Of Montgomery	755 Roanoke St	Ste 1b	Christianburg	VA	24073	
Montgomery County	John P Dillman	Linebarger Goggan Blair & Sampson	PO Box 3064	Houston	TX	77253-3064	
Montgomery County Al	Montgomery County Collector	PO Box 1667		Montgomery	AL	36102	
Montgomery County Treasurer		PO Box 817600		Dayton	OH	45481	
Montgomery County Treasurer		PO Box 972		Dayton	OH	45422-0475	
Montgomery County Treasurer		451 W Third St		Dayton	OH	45422-0476	
Morgan County Al	Morgan County Tax Collector	PO Box 696		Decatur	AL	35602	
Morgan County Revenue Commissioner	Amanda G Scott Cpa	PO Box 696		Decatur	AL	35602	
Muscogee County Ga	Muscogee County Tax Commissioner	PO Box 1441		Columbus	GA	31902	
Nacogdoches Co Tx	Nacogdoches C Tax Assessor	/ Collector	216 W Hospital St	Nacogdoches	TX	75961	
Nacogdoches County Cad		220 W Hospital St		Nacogdoches	TX	75963-1668	
Nebraska Department Of Revenue	Attn Bankruptcy Unit	PO Box 94818		Lincoln	NE	68509-4818	
Nemaha County Ks	Nemaha County Treasurer	607 Nemaha St	PO Box 233	Seneca	KS	66538	
Nemaha County Treasurer		607 Nemaha	PO Box 233	Seneca	KS	66538	
Nevada Legal Press		3301 S Malibou Ave		Pahrump	NV	89048-6489	
New Hampshire Department Of State	Annual Reports	PO Box 9529		Manchester	NH	03108-9529	
New Jersey Sales Tax	Division Of Taxation	PO Box 999		Trenton	NJ	08646	
New Mexico Taxation & Revenue Dept	Corporate Income & Franchise Tax	PO Box 25127		Santa Fe	NM	87504-5127	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
New York State Department Of Taxation And Finance	Bankruptcy Section	PO Box 5300		Albany	NY	12205-0300	
New York State Sales Tax Processing		PO Box 1208		New York	NY	10116	
Newton Co Ms	Newton Co Tax Collector	PO Box 7		Decatur	MS	39327	
Newton County In	Newton County Treasurer	Courthouse		Kentland	IN	47951	
Nh Dept Of Revenue Administration	Document Processing Division	PO Box 637		Concord	NH	03302-0637	
Niles City Income Tax Department		34 W State St		Niles	OH	44446	
Nj Department Of Treasury Unclaimed Property		PO Box 214		Trenton	NJ	08646-0214	
Noble County In	Noble County Treasurer	101 N Orange St		Albion	IN	46701	
Norstar	Charlie Zhou Elina Fung Comptroller Alex Fan Financial Advisor	16 F Tower II Admiralty Ctr	18 Harcourt Rd	Hong Kong			China
North Carolina Dept Of Revenue		PO Box 25000		Raleigh	NC	27640-0500	
North Carolina Secretary Of State	Corporations Division	PO Box 29525		Raleigh	NC	27626-0525	
North Muskegon City Of Muskegon		1502 Ruddiman Dr		North Muskegon	MI	49445	
Novi City Of Oakland	Tax Collection Processing	Drawer 3050	PO Box 79001	Detroit	MI	48279	
Nueces Co Tx	Nueces Co Tax Assessor / Collector	PO Box 2810		Corpus Christi	TX	78403	
Nueces County	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Nys Corporation Tax	Processing Unit	PO Box 22038		Albany	NY	12201-2038	
Nys Estimated Corporation Tax	Processing Unit	PO Box 22109		Albany	NY	12201-2109	
Oak Park City Of Oakland	City Treasurer	13600 Oak Pk Blvd		Oak Pk	MI	48237	
Oconee Co Sc	Oconee Co Tax Treasurer	PO Box 429		Walhalla	SC	29691	
Office Of Secretary Of State	Annual Registration Filings	PO Box 23038		Columbus	GA	31902-3038	
Office Of Tax & Revenue		PO Box 601		Washington	DC	20044-0601	
Office Of Tax Commissioner		600 E Blvd Ave	Dept 127	Bismarck	ND	58505-0599	
Ohio Department Of Revenue		PO Box 16561		Columbus	OH	43216	
Ohio Department Of Taxation	Rebecca L Daum	30 E Broad St		Columbus	OH	43215	
Ohio Department Of Taxation		PO Box 27		Columbus	OH	43216-0027	
Ohio Department Of Taxation		PO Box 804		Columbus	OH	43216-0804	
Ohio Treasurer Of State		PO Box 182101		Columbus	OH	43218-2101	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Okaloosa County Tax Collector		PO Box 1029		Crestview	FL	32536	
Oklahoma County Ok	Oklahoma County Treasurer	PO Box 268875		Oklahoma City	OK	73126	
Oklahoma Secretary Of State		2300 N Lincoln Blvd Room 101		Oklahoma City	OK	73105-4897	
Oklahoma Tax Commission		PO Box 26800		Oklahoma City	OK	73126-0800	
Orange County Collector		PO Box 1982		Santa Ana	CA	92702	
Orange County Treasurer		PO Box 1438		Santa Ana	CA	92702	
Oregon Department Of Revenue		PO Box 14790		Salem	OR	97309-0470	
Oregon Secretary Of State	Corporation Division	PO Box 4353		Portland	OR	97208-4353	
Orion Twp Oakland		2525 Joslyn Rd		Lake Orion	MI	48360	
Ottawa County Treasurer		315 Madison		Port Clinton	OH	43452	
Oxford Twp Oakland	Treasurer	18 W Burdick St		Oxford	MI	48371	
Pa Department Of Revenue	Bureau Of Corporation Taxes	Dept 280427		Harrisburg	PA	17128-0427	
Palm Beach County Tax Collector	Tangible Personal Property	PO Box 3353		West Palm Beach	FL	33402	
Palm Beach County Tax Collector		PO Box 3715		West Palm Beach	FL	33402-3715	
Parker Co Tx		Parker Co Tax Assessor / Collector	1108 Santa Fe Dr	Weatherford	TX	76086	
Pennsylvania Department Of Revenue	Bankruptcy Division	PO Box 280946		Harrisburg	PA	17128-0946	
Peyton C Cochrane Tax Collector		714 Greensboro Ave Rm 124		Tuscaloosa	AL	35401	
Pickaway County Treasurer	Court House	207 South Court St		Circleville	OH	43113	
Pickens County Ga	Pickens County Tax Commissioner	35 West Church St	Ste 100	Jasper	GA	30143	
Pima Co Az		Pima County Treasurer	115 N Church Ave	Tucson	AZ	85701	
Pima County Treasurer							
Pima County Assessor							
Pima County Arizona	Pima County Attorneys Office Civil	32 N Stone Ave Ste 2100		Tucson	AZ	85701	
Pinal County Treasurer	Dolores J Doolittle	PO Box 729		Florence	AZ	85232-0729	
Pinellas County Tax Collector		PO Box 10832		Clearwater	FL	33757	
Plymouth Twp Wayne	Treasurer	PO Box 8040		Plymouth	MI	48170	
Polk County Tax Collector		PO Box 1189		Lakeland	FL	33831	
Pontiac City Of Oakland		PO Box 431406		Pontiac	MI	48343	
Pope County Ar	Pope County Tax Collector	100 West Main St		Russellville	AR	72801	
Portage County Treasurer		449 S Meridian 1st Fl	PO Box 1217	Ravenna	OH	44266	
Prairie County Ar	Prairie County Sheriff / Collector	PO Box 1021		Des Arc	AR	72040	
Prince Georges County Maryland	C O Meyers Rodbell And Rosenbaum Pa	6801 Kenilworth Ave Ste 400		Riverdale	MD	20737-1385	
Rankin Co Ms	Rankin County Tax Collector	211 E Govt St	Ste B	Brandon	MS	39042	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Rankin County		211 E Govt St	Ste B	Brandon	MS	39042	
Ray Valdes Seminole County Tax Collector		1101 E First St	PO Box 630	Sanford	FL	32772	
Ripley County In	Ripley County Treasurer	PO Box 176		Versailles	IN	47042	
Riverside County Collector		P O 12005		Riverside	CA	92502	
Robert Bosch Corp	Devesh Sharma Senior Vice President Mergers and Acq	38000 Hills Tech Dr		Farmington Hills	MI	48331	
Robert Bosch Corp	Keven O Keefe VP Sales Automotive Full Brakes Division	38000 Hills Tech Dr		Farmington Hills	MI	48331	
Robertson Co Tn	Robertson County Trustee	515 S Brown St		Springfield	TN	37172	
Rochester Hills City Of Oakland	Drawer 7783	PO Box 79001		Detroit	MI	48279	
Rogers County Treasurer		PO Box 699		Claremore	OK	74018	
Ronald A Leggett Collector Of Rev	Ronald A Leggett Collector Of Reven	109 City Hall		St Louis	MO	63103	
Roseville City Of Macomb	City Treasurer	PO Box 290		Roseville	MI	48066	
Royal Oak City Of Oakland	Treasurers Office	PO Box 64		Royal Oak	MI	48066	
Russell Co Va	Russell Co Treasurer	PO Box 121		Lebanon	VA	24266	
Saginaw City Of Saginaw	Treasurer	1315 S Washington Ave		Saginaw	MI	48601	
SAIC	Phil Murtaugh Wang Qingyu	No 489 Weihai Rd		Shanghai		200041	China
Saint Johns City Of Clinton		PO Box 477		Saint Johns	MI	48879	
Saint Johns County Tax Collector		PO Box 9001		Saint Augustine	FL	32085	
Salis Inc Formerly Colonial Tax Compliance	Chris Albrecht	300 Colonial Ctr Pkwy Ste 300		Roswell	GA	30076	
San Benito Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 S Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
San Benito Isd Tx	San Benito Cisd Tax Office	152 E Rowson St		San Benito	TX	78586	
San Bernardino County Collector		172 W Third St 1st Fl		San Bernardino	CA	92415	
San Diego County Collector		PO Box 129009		San Diego	CA	92112	
San Joaquin County Collector		PO Box 2169		Stockton	CA	95201	
San Marcos Cisd	Diane W Sanders Linebarger Goggan Blair & Sampson L	1949 South Ih 35 78741	PO Box 17428	Austin	TX	78760-7428	
Santa Clara County Collector	County Government Ctr E Wing	70 W Hedding St		San Jose	CA	95110	
Santa Rosa County Tax Collector	Attn Cindy Grimes Delinquent Tax De	PO Box 7100		Milton	FL	32572	
Sarasota County Tax Collector		101 Washington Blvd S		Sarasota	FL	34236	
Sc Department Of Revenue		Corporation Return		Columbia	SC	29214-0100	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Scott County In	Scott County Treasurer	1 E McClain Ave	Room 140	Scottsburg	IN	47170	
Screven County Ga	Screven County Tax Commissioner	PO Box 86		Sylvania	GA	30467	
Secretary Of State		1500 11th St	PO Box 944230	Sacramento	CA	94244-2300	
Secretary Of State		202 N Carson St		Carson City	NV	89701-4201	
Seminole County Tax Collector		PO Box 630		Sanford	FL	32772	
Shelby Co Tn	Shelby County Trustee	PO Box 2751		Memphis	TN	38101	
Shelby County In	Shelby County Treasurer	25 W Polk St	Room 102	Shelbyville	IN	46176	
Shelby County Trustee		PO Box 2751		Memphis	TN	38101-2751	
Shelby Twp Macomb	Treasurer	52700 Van Dyke		Shelby Twp	MI	48316	
Smith Co Ms	Smith County Tax Collector	PO Box 157		Raleigh	MS	39153	
Smith Co Tn	Smith County Trustee	122 Turner High	Ste 104	Carthage	TN	37030	
Smith Co Trustee		122 Turner High Cir Ste 104		Carthage	TN	37030	
Smith County Trustee	Jamie D Winkler	PO Box 332		Carthage	TN	37030	
SMW Automotive	Safi Hamid Director Business Development	3221 W Big Beaver Rd Ste 110		Troy	MI	48084	
South Carolina Dept Of Revenue		Corporation		Columbia	SC	29214-0006	
Spalding County Ga	Spalding County Tax Commissioner	PO Box 509		Griffin	GA	30224	
Spartanburg Co Sc	Spartanburg Co Treasurer	PO Box 5807		Spartanburg	SC	29304	
Spartanburg Co Tax Collector	Glenda Qwright	Drawer 3060		Spartanburg	SC	29304	
St Charles Co Mo	St Charles Co Tax Collector	201 N Second St	Room 134	St Charles	MO	63301	
St Charles County Collector		201 N Second St Rm 134		St Charles	MO	63301-2789	
St Johns County Tax Collector	Dennis W Hollingsworth	PO Box 9001		St Augustine	FL	32085-9001	
St Joseph County In	St Joseph County Treasurer	227 W Jefferson Blvd		South Bend	IN	46601	
St Louis Co Mo	St Louis Co Government	Collector Of Revenue	PO Box 11491	St Louis	MO	63105	
Stanly Co Nc	Stanly Co Tax Collector	201 S 2nd St		Albemarle	NC	28001	
Starpoint Ny	Starpoint Tax Collector	PO Box 3000		Buffalo	NY	14240	
State Corporation Commission	Clerks Office	PO Box 85577		Richmond	VA	23285-5577	
State Of Alabama Department Of Revenue	Legal Division	PO Box 320001		Montgomery	AL	36132-0001	
State Of Colorado	Division Of Insurance	1560 Broadway Ste 850		Denver	CO	80202	
State Of Delaware	Division Of Corporations	PO Box 74072		Baltimore	MD	21274-4072	
State Of Georgia	Department Of Revenue	PO Box 105284		Atlanta	GA	30348	
State Of Louisiana	Louisiana Department Of Revenue	PO Box 66658		Baton Rouge	LA	70896	
State Of Louisiana Department Of Revenue		PO Box 66658		Baton Rouge	LA	70896	
State Of Maryland Comptroller Of Treasury	Mary T Carr	State Office Bldg Rm 409	301 W Preston St	Baltimore	MD	21201	
State Of Maryland Md	Maryland State Dept Of Assessments & Taxation	Personal Property Division	301 W Preston St	Baltimore	MD	21201	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
State Of Michigan	Department Of Treasury	PO Box 77003		Detroit	MI	48277	
State Of Michigan	Motor Fuel Tax Division	Department 77692		Detroit	MI	48277	
State Of Michigan	Sales & Use Tax Division	PO Box 77003		Detroit	MI	48277	
State Of Michigan Department Of Treasury	Attn Peggy A Housner Assistant Attorney General	Cadillac Pl	3030 W Grand Blvd Ste 10 200	Detroit	MI	48202	
State Of Michigan Department Of Treasury	Peggy A Housner	Department Of Treasury Revenue Ag	PO Box 30456	Lansing	MI	48909-7955	
State Of New Jersey	Bureau Of Commercial Recording	PO Box 34089		Newark	NJ	07189-0001	
State Of New Jersey	Division Of Taxation	Compliance Activity	PO Box 245	Trenton	NJ	08695	
State Of New Jersey	Division Of Taxation	Revenue Processing Ctr	PO Box 666	Trenton	NJ	08646-0666	
State Of New Jersey Department Of Treasury	Division Of Taxation	PO Box 245		Trenton	NJ	08695-0245	
State Of New Jersey Division Of Taxation	Compliance Activity	PO Box 245		Trenton	NJ	08695	
State Of New Mexico Taxation And Revenue Department		PO Box 8575		Albuquerque	NM	87198-8575	
State Of Wisconsin Department Of Revenue		PO Box 8901		Madison	WI	53708-8901	
State Processing Center		PO Box 6100		Albany	NY	12261-0001	
Sterling Heights City Of	Property Taxes	PO Box 55000		Detroit	MI	48255	
Steuben County In	Steuben County Treasurer	317 S Wayne St	Room 2k	Angola	IN	46703	
Sturgis City Of Saint Joseph		Treasurers Office		Sturgis	MI	49091	
Summit County Treasurer	John A Donofrio Marvin D Evans Assistant Prosecutin	Summit County Prosecutors Office Ta	220 S Balch Ste 220	Akron	OH	44302-1606	
Summit County Treasurer	Ohio Building	175 S Main St Ste 320		Akron	OH	44308	
Sumner Co Tn	Sumner County Trustee	355 N Belvedere Dr	Room 107	Gallatin	TN	37066	
Sumner County Trustee		355 Belvedere Dr Rm 107		Gallatin	TN	37066	
Switzerland County In	Switzerland County Treasurer	212 W Main St Courthouse		Vevay	IN	47043	
Sylvan Twp Washtenaw	Treasurer	18027 Old Us 12		Chelsea	MI	48118	
Taft, Stettinius & Hollister LLP	W. Timothy Miller Paige Leigh Ellerman	425 Walnut Street, Suite 1800		Cincinnati	OH	45202	
Tarrant Co Tx	Tarrant County Co Tax Assessor	PO Box 961018		Fort Worth	TX	76161	
Tarrant County	Elizabeth Weller	Linebarger Goggan Blair & Sampson L	2323 Bryan St Ste 1600	Dallas	TX	75201	
Tawas City City Of Iosco	Treasurer	PO Box 568		Tawas City	MI	48764	
Tax Collector	Tax Collector Town Of Watertown	PO Box 224		Watertown	CT	06795	
Tax Collector Pinellas County	Attn Betty A Gramley Tax Manager	PO Box 2943		Clearwater	FL	33757-2943	
Tax Collector Santa Clara County	Deborah Nichols County Administration Building	70 W Hedding St	East Wing 6th Fl	San Jose	CA	95110-1767	
Tax Collector Santa Rosa County	Attn Carol Watford Supervisor Delin	PO Box 7100		Milton	FL	32572	
Tax Collector Santa Rosa County	Attn Cindy Grimes Delinquent Tax De	Robert McClure Santa Rosa Tax Colle	PO Box 7100	Milton	FL	32572	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Tax Commissioner Of The State Of Ohio		30 E Broad St		Columbus	OH	43215	
Taxation And Revenue Department		PO Box 630		Santa Fe	NM	87504-0630	
Taylor Co Ga	Taylor County Tax Commissioner	PO Box 446		Butler	GA	31006	
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Stret		Nashville	TN	37242	
Tennessee Department Of Revenue	Attorney General	PO Box 20207		Nashville	TN	37202-0207	
Tennessee Secretary Of State	Annual Report	312 Eighth Ave North 6th Fl	William R Snodgrass Tower	Nashville	TN	37243	
Terrell County Ga	Terrell County Tax Commissioner	PO Box 484		Dawson	GA	31742	
Texas Comptroller Of Public Accounts	Office Of The Attorney General	Bankruptcy Collections Division	PO Box 12548	Austin	TX	78711-2548	
Texas Comptroller Of Public Accounts On Behalf Of The State Of Texas	Office Of The Attorney General	Bankruptcy Collection Division	PO Box 12548	Austin	TX	78711-2548	
The Commonwealth Of Massachusetts	Secretary Of The Commonwealth	One Ashburton Pl		Boston	MA	02108-1512	
Tippecanoe County In	Tippecanoe County Treasurer	20 N 3rd St		Lafayette	IN	47901	
Tipton County In	Tipton County Treasurer	Courthouse		Tipton	IN	46072	
Town Of Berlin Ct	Town Of Berlin Tax Collector	240 Kensington Rd		Berlin	CT	06037	
Town Of Burlington		PO Box 376		Burlington	MA	01803	
Town Of Coaling Alabama	Alatax	3001 Second Ave South		Birmingham	AL	35233	
Town Of Decatur Ms	Town Of Decatur Ms	PO Box 307		Decatur	MS	39327	
Town Of Hingham Ma	Town Of Hingham	210 Central St		Hingham	MA	02043	
Town Of Lebanon Va	Town Of Lebanon	244 W Main St		Lebanon	VA	24266	
Town Of Lockport Ny	Town Of Lockport	Receiver Of Taxes	PO Box 4610	Buffalo	NY	14240	
Town Of Snow Hill Nc	Town Of Snow Hill Tax Collector	201 North Greene St		Snow Hill	NC	28580	
Town Of South Windsor Ct	Town Of South Windsor	Collector Of Revenue	PO Box 30002	Hartford	CT	06150	
Traverse City Of Grand Traverse	City Treasurer	Governmental Ctr	400 Boardman Ave	Traverse City	MI	49684	
Travis Co Tx	Travis Co Tax Assessor /collector	PO Box 970		Austin	TX	78767	
Treasurer City Of Flint	Income Tax Office	PO Box 1800		Flint	MI	48501-1800	
Treasurer City Of Pontiac	Income Tax Division	47450 Woodward Ave		Pontiac	MI	48342	
Treasurer Of Kosciusko County		100 W Ctr St		Warsaw	IN	46580	
Treasurer Of Tipton County		Courthouse		Tipton	IN	46072	
Treasurer Of Vigo County	David Crockett	PO Box 1466		Indianapolis	IN	46206-1466	
Trey Grayson	Secretary Of State	PO Box 1150		Frankfort	KY	40602-1150	
Troup County Ga	Troup County Tax Commissioner	100 Ridley Ave		La Grange	GA	30240	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Troy City Of Oakland	Drawer 0101	PO Box 33321		Detroit	MI	48232	
Trumbull County Treasurer		160 High St Nw		Warren	OH	44481-1090	
TRW Counsel	c/o Donald F Baty Jr	Honigman Miller Schwartz and Cohn LLP	2290 First National Bldg 660 Woodward	Detroit	MI	48226	
Tuscaloosa County Al	Tuscaloosa County Tax Collector	714 Greensboro Ave	Room 124	Tuscaloosa	AL	35401	
U S Customs And Border Protection		6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268	
Unemployment Insurance Agency Department Of Labor & Economic Growth	State Of Michigan	3024 W Grand Blvd Ste 11 500		Detroit	MI	48202-6024	
United Independent School District	C O Ornelas Castillo & Ornelas Pllc	401 East Hillside Rd 2nd Fl		Laredo	TX	78041	
United Isd Tx	United Isd Tax Assessor / Collector	3501 E Saunders		Laredo	TX	78041	
United States Council For International Business		1212 Ave Of The Americas		New York	NY	10036-1689	
US Attorneys Office	Michael Garcia	1 St. Andrews Plaza		New York	NY	10007	
Us Customs And Border Protection	Robert B Hamilton Jr Director Reven	6650 Telecom Dr	PO Box 68911	Indianapolis	IN	46268	
Utah Division Of Corporations & Commercial Code		PO Box 25125		Salt Lake City	UT	84125-0125	
Utah State Tax Commission		210 North 1950 West		Salt Lake City	UT	84134-0180	
Valwood Improvement Authority Tx	Valwood Improvement Authority Tx	1430 Valwood Pkwy	Ste 160	Carrollton	TX	75006	
Van Buren Co Tn	Van Buren County Trustee	PO Box 176		Spencer	TN	38585	
Van Buren Twp Wayne	Treasurer	46425 Tyler Rd		Belleville	MI	48111	
Vandalia City Of Oh		333 James E Bohanan Memorial Dr		Vandalia	OH	45377	
Vanderburgh County In	Vanderburgh County Collector	1 Nw MI King Jr Blvd	210	Evansville	IN	47708	
Vassar City Of Tuscola	Treasurers Office	287 E Huron Ave		Vassar	MI	48768	
Ventura County Collector		800 South Victoria Ave		Ventura	CA	93009	
Vermont Department Of Taxes		109 State St		Montpelier	VT	05609-1401	
Vigo County In	Vigo County Treasurer	191 Oak St	Vigo County Annex	Terre Haute	IN	47807	
Virginia Department Of Taxation	Taxing Authority Consulting Service	PO Box 2156		Richmond	VA	23218-2156	
Virginia Department Of Taxation		PO Box 1500		Richmond	VA	23218-1500	
Wabash County In	Wabash County Treasurer	Courthouse 1 W Hill St	Ste 4b	Wabash	IN	46992	
Wake Co Nc	Wake Co Tax Collector	PO Box 2331		Raleigh	NC	27602	
Walthall Co Ms	Walthall Co Tax Collector	200 Ball Ave		Tylertown	MS	39667	
Warren City Of Macomb	Treasurer	PO Box 2113		Warren	MI	48090	
Warren Co Ky	Warren County Sheriff	429 E 10th St	Courthouse	Bowling Green	KY	42101	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Warren County Ga	Warren County Tax Commissioner	PO Box 189		Warrenton	GA	30828	
Warren County Tax Commissioner		PO Box 189		Warrenton	GA	30828-0189	
Washington Co Ky	Washington County Sheriff	PO Box 127		Springfield	KY	40069	
Washington Co Ms	Washington Co Tax Collector	PO Box 9		Greenville	MS	38702	
Washington County In	Washington County Treasurer	99 Public Sq	Ste 101	Salem	IN	47167	
Watertown Twp Clinton	Treasurer	12803 South Wacousta Rd		Grand Ledge	MI	48837	
Wayne County In	Wayne County Treasurer	401 E Main St	County Adminstration Bldg	Richmond	IN	47374	
Wayne Twp Cass	Treasurer	51327 Atwood Rd		Dowagiac	MI	49047	
Webb County Tx	Webb County Tax Assessor /collector	PO Box 420128		Laredo	TX	78042	
Webber Co Ut	Weber County Assessor	PO Box 9700		Ogden	UT	84409	
Wells County In	Wells County Collector	102 W Market St	Ste 204	Bluffton	IN	46714	
Westbrook Mfg Inc	Bradley Kirkpatrick Business Development and Program Manager	600 N Irwin St		Dayton	OH	45403	
White Co Tn	White County Trustee	1 East Bockman Way	Room 102	Sparta	TN	38583	
Whitley County In	Whitley County Treasurer	2nd Fl Courthouse		Columbia City	IN	46725	
Wichita County Burk Burnett Independent School District	Harold Lerew	Perdue Brandon Fielder Collins & Mo	PO Box 8188	Wichita Falls	TX	76307	
Wichita County Tx	Wichita County Tax Assessor	/ Collector	PO Box 1471	Wichita Falls	TX	76307	
Williamson Co Tn	Williamson County Trustee	1320 W Main St Ste 3	PO Box 1365	Franklin	TN	37065	
Wilson Co Nc	Wilson Co Tax Collector	PO Box 1162		Wilson	NC	27894	
Wilson Co Tn	Wilson County Trustee	PO Box 865		Lebanon	TN	37088	
Wisconsin Department Of Revenue	James Polkowski	2135 Rimrock Rd		Madison	WI	53713	
Wisconsin Department Of Revenue		PO Box 8908		Madison	WI	53708-8908	
Wisconsin Department Of Revenue		PO Box 93389		Milwaukee	WI	53293	
Wisconsin Dept Of Financial Inst	Div Of Corporate And Consumer Svcs	PO Box 7846		Madison	WI	53707-7846	
Woodstock Twp Lenawee	Treasurer	6486 Devils Lake Hwy		Addison	MI	49220	
Wv Secretary Of State	Bldg 1 Rm 157 K	1900 Kanawha Blvd East		Charleston	WV	25305	
Wv State Tax Department	Internal Auditing Division	PO Box 2666		Charleston	WV	25330-2666	
Wv State Tax Department	Rd Eft	PO Box 11895		Charleston	WV	25339-1895	
Wv State Treasurers Office		One Players Club Dr		Charleston	WV	25311	
Wyandotte County Ks	Wyandotte County Treasurer	710 N 7th St	2nd Fl	Kansas City	KS	66101	
Wyoming City Of Kent	Treasurers Office	1155 28th St Sw	PO Box 905	Wyoming	MI	49509	
Yazoo Co Ms	Yazoo County Tax Collector	PO Box 108		Yazoo	MS	39194	

EXHIBIT B

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	rstark@brownrudnick.com	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	sreisman@cm-p.com	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2491	sean.p.corcoran@delphi.com karen.j.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel to Flextronics International
Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L Rodburg Richard J Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsj.com sliviri@ffhsj.com randall.eisenberg@fticonsulting.com	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	valerie.venable@ge.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue 1701 Pennsylvania Avenue, NW		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
Groom Law Group	Lonie A. Hassel	1540 Broadway		Washington	DC	20006	202-857-0620	202-659-4503	lhassel@groom.com	Counsel to Employee Benefits
Hodgson Russ LLP	Stephen H. Gross	2290 First National Building	660 Woodward Avenue	New York	NY	10036	212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel to Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	fgorman@honigman.com	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	rweiss@honigman.com	Counsel to General Motors Corporation
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	bderrough@jefferies.com	UCC Professional
JPMorgan Chase Bank, N.A.	Richard Duker	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016	richard.duker@jpmorgan.com	Prepetition Administrative Agent
JPMorgan Chase Bank, N.A.	Susan Atkins, Gianni Russello	277 Park Ave 8th Fl		New York	NY	10172	212-270-0426	212-270-0430	susan.atkins@jpmorgan.com	Postpetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	gnovod@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	tmayer@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	Sheryl Betance	2335 Alaska Ave		El Segundo	CA	90245	310-823-9000	310-823-9133	sbetance@kccllc.com	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	Counsel to Official Committee of Unsecured Creditors

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Law Debenture Trust of New York	Daniel R. Fisher	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee
Law Debenture Trust of New York	Patrick J. Healy	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee
McDermott Will & Emery LLP	Jason J. DeJonker	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	idejonker@mwe.com	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Peter A. Clark	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	pclark@mwe.com	Counsel to Recticel North America, Inc.
McTigue Law Firm	Cornish F. Hitchcock	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	conh@mctiquelaw.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	bmctigue@mctiquelaw.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Mesirow Financial	Leon Szlezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	lszlezinger@mesirrowfinancial.com	UCC Professional
Milbank Tweed Hadley & McCloy LLP	Gregory A Bray Esq Thomas R Kreller Esq James E Till Esq	601 South Figueroa Street	30th Floor	Los Angeles	CA	90017	213-892-4000	213-629-5063	gbray@milbank.com tkreller@milbank.com jtill@milbank.com	Counsel to Cerberus Capital Management LP and Dolce Investments LLC
Morrison Cohen LLP	Joseph T. Moldovan, Esq.	909 Third Avenue		New York	NY	10022	2127358603	9175223103	jmoldovan@morrisoncohen.com	Counsel to Blue Cross and Blue Shield of Michigan
Northeast Regional Office	Mark Schonfeld, Regional Director	3 World Financial Center	Room 4300	New York	NY	10281	212-336-1100	212-336-1323	newyork@sec.gov	Securities and Exchange Commission
Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	william.dornbos@oag.state.ny.us	New York Attorney General's Office
O'Melveny & Myers LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	rsiegel@omm.com	Special Labor Counsel
O'Melveny & Myers LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	tjerman@omm.com	Special Labor Counsel
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EXHIBIT C

Bidding Procedures Hearing Date And Time: November 16, 2007 at 10:00 a.m.
Bidding Procedures Objection Deadline: September 24, 2007 at 4:00 p.m.
**Sale Hearing Date And Time: November 29, 2007 at 10:00 a.m. (If No Qualified
Bids Are Received By Bid Deadline)**
Sale Hearing Objection Deadline: November 26, 2007 at 4:00 p.m.
**Sale Hearing Date And Time: December 20, 2007 at 10:00 a.m. (If At Least One
Qualified Bid Is Received By Bid Deadline)**
Supplemental Objection Deadline: December 13, 2007 at 4:00 p.m. (If Applicable)

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
: :
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
: :
Debtors. : (Jointly Administered)
: :
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EXPEDITED MOTION FOR ORDERS UNDER 11 U.S.C. §363 AND FED. R. BANKR. P. 2002,
6004, AND 9014 (A) (I) APPROVING BIDDING PROCEDURES, (II) GRANTING CERTAIN BID
PROTECTIONS, (III) APPROVING FORM AND MANNER OF SALE NOTICES, AND (IV) SETTING SALE
HEARING DATE AND (B) AUTHORIZING AND APPROVING SALE BY DELPHI AUTOMOTIVE
SYSTEMS LLC AND DELPHI TECHNOLOGIES, INC. OF CERTAIN EQUIPMENT AND OTHER ASSETS
PRIMARILY USED IN DEBTORS' SAGINAW CHASSIS BUSINESS FREE AND CLEAR OF LIENS

("SAGINAW CHASSIS ASSET SALE MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this expedited motion (the "Motion") for orders under 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002, 6004, and 9014 (a)(i) approving the bidding procedures set forth herein and attached hereto as Exhibit A (the "Bidding Procedures"), (ii) granting certain bid protections, (iii) approving the form and manner of sale notices (the "Notice Procedures"), and (iv) setting a date for the sale hearing (the "Sale Hearing") and (b) authorizing and approving the sale (the "Sale") of certain assets of Delphi Automotive Systems LLC ("DAS LLC") and Delphi Technologies, Inc. (together with DAS LLC, the "Selling Debtor Entities") comprising a significant portion of the assets (the "Acquired Assets"), including, without limitation, manufacturing equipment and test and development equipment primarily used and located at DAS LLC's chassis facility in Saginaw, Michigan¹ (the "Saginaw Chassis Business") for approximately \$26.4 million and other consideration, including Inventory Value (as defined below) and the Saltillo Expense Reimbursement (as defined below). The Acquired Assets are being sold free and clear of liens pursuant to the Asset Purchase Agreement (the "Agreement")² dated September 17, 2007 by and among the Selling Debtor Entities and TRW Integrated Chassis Systems LLC (the "Purchaser") or to the Successful Bidder (as hereinafter defined) submitting a higher or otherwise better bid. Delphi Canada (together with the Selling Debtor Entities, the "Sellers") also will be selling certain manufacturing equipment and personal property (the "Canadian Assets") for \$1.2 million

¹ In addition to the assets located at the chassis facility located in Saginaw, Michigan, the Selling Debtor Entities are also selling assets located at facilities in Spring Hill, Tennessee, Dayton, Ohio, and Saltillo, Mexico. Delphi Canada, Inc. ("Delphi Canada"), a non-Debtor affiliate, is also selling assets located at a facility in Oshawa, Ontario, Canada pursuant to an Asset Purchase Agreement dated September 17, 2007 by and between Delphi Canada and the Purchaser (the "Canadian Agreement"), which is an agreement ancillary to the Agreement and is attached hereto as Exhibit B. The Canadian Assets (defined below) are being sold as part of the competitive bidding process described herein.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

to the Purchaser or to the Successful Bidder submitting a higher or otherwise better bid. In support of this Motion, the Selling Debtor Entities respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, the Debtors filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession under Bankruptcy Code sections 1107(a) and 1108. This Court has ordered joint administration of these cases.

2. No trustee or examiner has been appointed in these cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee"). On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders (the "Equity Committee," and together with the Creditors' Committee, the "Statutory Committees").

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are section 363 of the Bankruptcy Code and rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2006 had global net sales of \$26.4 billion and global assets of approximately

\$15.4 billion.³ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Court.⁴

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer ("OEM").

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

³ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates as disclosed in the Company's Form 10-K filed on February 27, 2007.

⁴ On March 20, 2007, Delphi Automotive Systems Espana S.L. ("DASE"), whose sole operation is a non-core automotive component plant in Cadiz, Spain, filed a "Concurso" application for a Spanish insolvency proceeding, which was approved by the Spanish court on April 13, 2007. On July 4, 2007, DASE, its Concurso receivers, and the Cadiz workers councils and unions reached a settlement on a social plan, the funding of which was approved by this Court on July 19, 2007. The Spanish court approved the social plan on July 31, 2007. The Concurso proceeding is consistent with Delphi's transformation plan to optimize its manufacturing footprint and to lower its overall cost structure.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.⁵ Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion. Moreover, in 2006 the Debtors incurred a net loss of \$5.5 billion, \$3.0 billion of which comprised charges related to the U.S. employee special attrition programs.

9. The Debtors believe that the Company's financial performance deteriorated because of (i) increasingly unsustainable U.S. legacy liabilities and operational restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (ii) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (iii) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major stakeholders had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete its transformation plan and preserve value for its stakeholders.

⁵ Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of a transformation plan that it believed would enable it to return to stable, profitable business operations. The Debtors stated that they needed to focus on five key areas:⁶ first, modifying the Company's labor agreements to create a competitive arena in which to conduct business;⁷ second, concluding their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company;⁸ third, streamlining their product portfolio to capitalize on their world-class technology and

⁶ In furtherance of the Debtors' transformation plan, on December 18, 2006, the Debtors announced their execution of an equity purchase and commitment agreement with certain investors and a plan framework support agreement with those investors and GM. On July 9, 2007, Delphi confirmed that it had formally terminated the equity purchase and commitment agreement and related plan framework support agreement but that it expected to enter into new framework agreements with plan investors presently. Subsequently, on July 18, 2007, Delphi announced that it had accepted a new proposal for an equity purchase and commitment agreement (the "Delphi-Appaloosa EPCA") submitted by a group comprising a number of the original plan investors (affiliates of Appaloosa Management L.P., Harbinger Capital Partners Master Fund I, Ltd., Merrill Lynch, Pierce, Fenner & Smith Inc., and UBS Securities LLC) as well as Goldman Sachs & Co. and an affiliate of Pardus Capital Management, L.P. (collectively, the "New Plan Investors"). Under the Delphi-Appaloosa EPCA, the New Plan Investors agreed to invest up to \$2.55 billion in preferred and common equity in the reorganized Delphi to support the Company's transformation plan and plan of reorganization. This Court approved the Delphi-Appaloosa EPCA on August 2, 2007.

⁷ Among the progress made to date, on June 22, 2007, Delphi reached an agreement with the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (the "UAW") and GM that (a) modifies, extends, or terminates provisions of the existing collective bargaining agreements among Delphi, the UAW, and its various locals, (b) provides that GM will undertake certain financial obligations to Delphi's UAW-represented employees and retirees to facilitate these modifications, and (c) modifies retiree welfare benefits for certain UAW-represented retirees of the Debtors. This agreement, which was approved by this Court on July 19, 2007, should permit the Debtors to continue to implement their transformation plan and to develop, prosecute, confirm, and consummate a plan of reorganization. On August 6, 2007, similar agreements were reached with the International Association of Machinists and Aerospace Workers and its District 10 and Tool and Die Makers Lodge 78, the International Brotherhood of Electrical Workers and its Local 663, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers-Communication Workers of America and its local unions, and Locals 832S, 18S, and 101S of the International Union of Operating Engineers. Such agreements were approved by this Court on August 16, 2007. On August 16, 2007, Delphi also reached a similar agreement with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and USW Local 87L, which was approved by this Court on August 29, 2007.

⁸ On September 6, 2007, Delphi announced that it has entered into comprehensive settlement agreements with GM consisting of a Global Settlement Agreement and a Master Restructuring Agreement, both of which are subject to this Court's approval as part of the plan confirmation process. Delphi's comprehensive settlement with GM resolves all outstanding disputes between Delphi and GM.

market strengths and make the necessary manufacturing alignment with their new focus;⁹ fourth, transforming their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint;¹⁰ and devising a workable solution to their current pension situation.¹¹

E. The Debtors' Plan Of Reorganization

12. On September 6, 2007, the Debtors reached another key milestone in their chapter 11 cases by filing their Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (the "Plan"). The Plan is based upon a series of global settlements and compromises that involve every major constituency in the Debtors' reorganization cases. Indeed, the Debtors, the Debtors' principal U.S. labor unions, GM, the Statutory Committees, and the lead plaintiffs in certain securities actions (on behalf of holders of various claims based on alleged violations of federal securities laws and the Employee Retirement Income Security Act of 1974, as amended) all have contributed to global settlements

⁹ In connection with their March 31, 2006 announced transformation plan, the Debtors classified "core" and "non-core" product lines and plants. The Debtors have been working to divest non-core assets so as to maximize the value of their estates for stakeholders. During the 2006 and 2007 calendar years, for example, the Debtors sold substantially all of the assets related to MobileAria, Inc., their chapter 11 affiliate, and obtained court approval for the sale of substantially all of the assets of their brake hose, catalyst, and Saltillo, Mexico brake plant businesses. In addition, as announced publicly, the Debtors anticipate selling additional non-core assets, including, without limitation, their steering, interior, and closures businesses.

¹⁰ As part of this effort, effective July 1, 2006, the Company realigned its business operations to focus its product portfolio on core technologies for which the Company believes it has significant competitive and technological advantages. The Company's revised operating structure consists of its four core business segments: Electronics and Safety, Thermal Systems, Powertrain Systems, and Electrical/Electronic Architecture. The Company also has two additional segments, Steering and Automotive Holdings Group, which will be transitioned as part of the Company's transformation plan. To ensure that their organizational and cost structure is competitive, the Debtors obtained an Order Under 11 U.S.C. § 363(b) And Fed. R. Bankr. P. 6004 Authorizing Debtors To Enter Into Finance Outsourcing Agreement on April 23, 2007 (Docket No. 7773) (the "Finance Outsourcing Order"). The Finance Outsourcing Order authorized the Debtors to outsource certain of the Debtors' accounts receivable, accounts payable, fixed assets, travel and expense reporting, general ledger, and contract administration processes and significantly reduce SG&A expenses as part of their transformation plan.

¹¹ To that end, on May 31, 2007, this Court granted the Debtors' motion for authority to perform under the terms of those certain September 30, 2006 plan year funding waivers, which were approved by the IRS, for both the Delphi Hourly-Rate Employees Plan and the Delphi Retirement Program for Salaried Employees (collectively, the "Plans"). On July 13, 2007, the IRS modified the conditional funding waivers granted to Delphi related to the Plans, extending the dates by which Delphi is required to file a plan of reorganization and emerge from chapter 11 to December 31, 2007 and February 28, 2008, respectively.

and compromises that provide for a recovery through a plan distribution amounting to the principal amount of the claim plus accrued interest at a negotiated plan value for general unsecured creditors, and agreed upon distributions to other classes of creditors and interests. The Plan is supported by the Creditors' Committee on behalf of unsecured creditors, the Equity Committee on behalf of holders of Delphi's common stock, and GM. A hearing will be held on October 3, 2007 to approve the Debtors' solicitation procedures and disclosure statement with respect to the Plan. The Debtors will seek to have a hearing on confirmation of the Plan on November 19, 2007. The Debtors expect to emerge from these chapter 11 cases on December 31, 2007.

13. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

14. By this Motion, the Selling Debtor Entities seek approval for the sale of the Acquired Assets to the Purchaser, which is subject to additional competitive bidding pursuant to the proposed Bidding Procedures. To effect the sale, the Selling Debtor Entities seek entry of two types of relief. First, at the omnibus hearing to be held on September 27, 2007, the Selling Debtor Entities will seek entry of an order substantially in the form attached hereto as Exhibit C (the "Bidding Procedures Order") approving the Bidding Procedures, Notice Procedures, and certain bid protections to be provided to the Purchaser pursuant to the Agreement and as described more fully herein. Second, subject to the terms of the Bidding Procedures Order, at

the omnibus hearing to be held on October 25, 2007, the Selling Debtor Entities will seek entry of an order substantially in the form attached hereto as Exhibit D (the "Sale Approval Order") authorizing and approving the Sale to the Purchaser or to the Successful Bidder, as the case may be.

15. As more fully set forth below, after a comprehensive strategic review, the Selling Debtor Entities believe that the Sale is their best opportunity under the circumstances to maximize the underlying core value of the Acquired Assets. Therefore, the Sale is in the best interests of their estates and their stakeholders.

Basis For Relief

F. The Saginaw Chassis Equipment

16. The Sellers operate certain manufacturing and subassembly facilities in Saginaw, Michigan, Oshawa, Ontario, Canada, and Spring Hill, Tennessee. These facilities provide a variety of brake corner assemblies, components (rotors, knuckles, and brake drums), and axle modules to GM and other customers for both truck and passenger car applications. In 2006, the net revenues of the Saginaw Chassis Business were approximately \$925 million. The facility in Saginaw (the "Saginaw Facility") currently employs approximately 700 active hourly employees represented by the International Union of Automobile, Aerospace and Agricultural Workers of America, Local Union No. 467 (the "Local UAW") and approximately 78 salaried employees.

G. Factors Leading To The Sale

17. On March 31, 2006, the Debtors announced the five key tenets of their transformation plan, one of which was to streamline their product portfolio by identifying non-core product lines that do not fit into their future strategic framework. Indeed, the brake business was identified as a non-core product line. Since the Saginaw Chassis Business, which is a subset

of the Debtors' brake business, does not fit within the Debtors' anticipated product portfolio, the Sellers have determined to divest the Acquired Assets and have worked with GM to develop a resourcing plan.

18. In 2006, GM began to resource certain brake corner module and rear axle businesses from the Sellers to the Purchaser and other suppliers via the normal purchasing quoting process and GM requested that the Sellers work with these suppliers to transfer manufacturing capability. The Acquired Assets have been used by the Selling Debtor Entities to produce these products for GM prior to and during this transition period. The Selling Debtor Entities, therefore, determined that the value of the Acquired Assets would be maximized through a divestiture and maintenance of production at the current site. Absent a divestiture at this time, it is likely that the Acquired Assets would be liquidated at auction, yielding far less value to the Selling Debtor Entities.

19. Because GM resourced the procurement of brake corner modules and rear axles from the Sellers to the Purchaser, for the past nine months, the Sellers and the Purchaser have been negotiating agreements related to the Sale of the Acquired Assets and the Canadian Assets. The parties have been coordinating the transition of designated programs and determining which machinery and equipment, related supplies, tools, and inventory is required to effect a smooth transition. Both parties determined that maintaining the manufacturing at the Saginaw Facility was the best alternative that minimizes transition risk, and therefore, as part of the Agreement, the Sellers decided to lease the Saginaw Facility and the Purchaser decided to consolidate and transfer certain machinery and other assets located in Oshawa, Ontario, Canada, Spring Hill, Tennessee and Saltillo, Mexico into the Saginaw Facility. Because the Debtors manufacture other parts for customers from the Saginaw Facility, the Debtors requested and the Purchaser has agreed to manufacture some brake programs on behalf of the Sellers as a contract

manufacturer pursuant to the terms of the Contract Manufacturing Agreement (as defined below), until such customer programs expire in July 2008. The Contract Manufacturing Agreement obviates the need for the Sellers to transfer production and incur unnecessary costs and risks. Both parties have also agreed on a Transition Services Agreement (defined below) providing needed services to ensure a smooth transition.

20. The Selling Debtor Entities, in their business judgment, concluded that the proposal from the Purchaser, which formed the basis of the Agreement attached hereto as Exhibit E, offered the most advantageous terms and the greatest economic benefit to the Selling Debtor Entities. The Purchaser's offer is currently the highest and best offer, providing the highest amount of consideration for the Acquired Assets.

H. The Agreement

21. Pursuant to the Agreement, the Sellers would sell the Acquired Assets to the Purchaser for approximately \$26.4 million and other consideration, including the cost of useable and merchantable inventory existing as of the closing date (the "Inventory Value") and out of pocket costs and expenses incurred in relocating manufacturing equipment and related tooling from Saltillo, Mexico¹² and installing and requalifying such manufacturing equipment and tooling at the Leased Premises (as defined below) (the "Saltillo Expense Reimbursement").¹³ The Acquired Assets of the Selling Debtor Entities would be sold free and clear of all liens (including tax liens and any statutory or common law liens, possessory or otherwise), charges, pledges, security interests, conditional sale agreements or other title retention agreements, leases, mortgages, security interests, options, or other encumbrances (including the filing of, or

¹² The assets being relocated from Saltillo, Mexico are not related to the assets being sold under this Court's order approving the sale of DAS LLC's Mexico Brake Plant assets, dated July 19, 2007 (Docket No. 8705).

¹³ Unless otherwise agreed in writing by the Purchaser, the Saltillo Expense Reimbursement is capped at \$400,000.

agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction) and any monetary amounts which are secured by any lien (collectively, the "Liens").

22. The significant terms of the Agreement are as follows:¹⁴

(a) General Terms. The Purchaser would acquire the Acquired Assets, which comprise substantially all of the assets¹⁵ primarily used by the Saginaw Chassis Business, through an asset sale.¹⁶

(b) Bankruptcy Court Approval. The Sale of the Acquired Assets would be subject to approval by this Court and competitive bidding pursuant to the Bidding Procedures.

(c) Documentation. The Sale would be effected pursuant to the Agreement and related documentation. At the Closing, the Selling Debtor Entities and the Purchaser would enter into, among others, the following agreements: (i) a lease agreement (the "Lease Agreement") granting the Purchaser certain rights in the Saginaw Facility located at 2328 East Genesee Avenue, Saginaw, Michigan (the "Leased Premises"), (ii) a transition services agreement providing the Purchaser certain transition services (the "Transition Services Agreement"), and (iii) a contract manufacturing agreement describing the products to be manufactured by the Purchaser on Selling Debtor Entities' behalf until July 2008 (the "Contract Manufacturing Agreement," and together with the Lease Agreement, the Transition Services Agreement and the Canadian Agreement, the "Ancillary Agreements").

(d) Purchase Price. The purchase price to be paid by the Purchaser would be approximately \$26.4 million for the Acquired Assets plus the Inventory Value and the Saltillo Expense Reimbursement (the "Purchase Price").¹⁷

(e) Deposit Escrow. Upon execution of the Agreement, the Purchaser placed \$2,000,000 of the Purchase Price into an escrow account. Upon Closing, or if the Agreement is terminated prior to Closing because of certain actions of the Purchaser, the Selling Debtor Entities would be entitled to the funds in the escrow account. Any such payment would

¹⁴ In the event of any discrepancy between the Agreement and this summary of the Agreement, the provisions of the Agreement are controlling.

¹⁵ Delphi Canada is also selling the Canadian Assets pursuant to the Canadian Agreement.

¹⁶ Copies of the (i) schedules to the Agreement and (ii) the above-referenced contract manufacturing, transition services, and lease agreements are available upon request to parties-in-interest who can show that they would be affected by the relief requested by this Motion and who execute a confidentiality agreement acceptable to the Debtors.

¹⁷ The purchase price to be paid by the Purchaser for the Canadian Assets under the Canadian Agreement would be \$1.2 million, and combined with the Purchase Price of approximately \$26.4 million and assumed Inventory Value of approximately \$15 million, the cumulative purchase price paid by the Purchaser would be approximately \$42.6 million.

constitute the Selling Debtor Entities' sole recourse in the event that the Purchaser terminates the Agreement prior to the date of the Auction (as defined below). Upon any breach by the Purchaser on or after the Auction date, the Selling Debtor Entities would be entitled to all available remedies in law or equity.

(f) Representations And Warranties. Pursuant to the Agreement, the Selling Debtor Entities would provide certain standard representations and warranties relating to the Sale of the Acquired Assets and the Purchaser would provide representations and warranties generally standard in a transaction of this type. The representations and warranties of the parties would survive closing of the Sale and expire on the later of the second anniversary of the closing date or 90 days after the applicable party discovers the indemnifiable claim.

(g) Covenants. The Ancillary Agreements would be executed and delivered by the Sellers to the Purchaser, and all other agreements and transactions contemplated under the Agreement or any Ancillary Agreement to be performed by the Sellers on or before the Closing would be performed in all material respects. The Sellers would also be required to, among other things: (i) use and operate the Acquired Assets in the ordinary course of business and supply products to its customers and maintain and repair the Leased Premises and all tangible Acquired Assets as previously done in the ordinary course of business, (ii) use commercially reasonable efforts to comply with all requirements under the Bankruptcy Code and the Bankruptcy Rules in connection with obtaining approval of the sale of the Acquired Assets, and (iii) use commercially reasonable efforts to take all actions necessary, proper, or advisable to effectuate the Sale in accordance with the Agreement or Ancillary Agreements. For a period of five years after the Closing, the Sellers would be required not to take certain actions which would place it in competition with the Purchaser with respect to the Saginaw Chassis Business. Simultaneously with the execution of the Agreement, the Purchaser's indirect parent, Kelsey-Hayes Company, has executed a guaranty related to the Purchaser's obligations under the Agreement.

(h) Additional Assets. Should the Selling Debtor Entities or the Purchaser determine, in their reasonable discretion, that any machinery or equipment (i) used by the Selling Debtor Entities exclusively in the production of the products or operation of the Leased Premises and (ii) necessary to enable the Purchaser to manufacture the products or operate the Leased Premises was not included in the Acquired Assets (the "Additional Assets"), the Selling Debtor Entities would transfer, sell, and assign such Additional Assets to the Purchaser, but only to the extent that (x) the Selling Debtor Entities still own such Additional Assets (and have not entered into a binding agreement to sell same), (y) the gross book value on the Selling Debtor Entities' balance sheet (the "GBV") of each such Additional Asset is less than \$250,000 (the "Individual Threshold Value"), and (z) the total GBV of such Additional Assets and any other Additional Assets previously transferred under the Agreement is, in the aggregate, less than \$750,000 (the "Aggregate Threshold Value"). For any Additional Asset with a GBV that exceeds the Individual Threshold Value, such Additional Asset would be available for sale to the Purchaser for a purchase price that is equal to 22% of the GBV of the applicable Additional Asset. Once the Aggregate Threshold Value is reached, including by transfer of a particular Additional Asset that exceeds the Aggregate Threshold Value, any remaining Additional Assets would also be available for sale to the Purchaser for a purchase price that is equal to 22% of the GBV of the applicable Additional Asset. For the avoidance of doubt, any assets other than the Additional

Assets, including without limitation assets related to the GMT295 program or manufacture of calipers for the GMX211 program, that the Purchaser desires to purchase from the Selling Debtor Entities would be available only for sale to the Purchaser at the Selling Debtor Entities' sole discretion and on terms acceptable to the Selling Debtor Entities in their sole discretion.

(i) Indemnification. The Selling Debtor Entities have agreed to indemnify the Purchaser for damages incurred by Purchaser as a result of or arising out of: (i) the liabilities retained by the Selling Debtor Entities and excluded assets, (ii) a breach of any representation or covenant of the Selling Debtor Entities contained in the Agreement, or (iii) a breach of any covenant to be performed by the Selling Debtor Entities under the Agreement.

(j) Closing Conditions. In addition to certain other customary closing conditions relating to the Court's approvals and regulatory matters, the obligation of the parties to close the Sale would be subject to the satisfaction of the following conditions: (i) the performance in all respects by the Selling Debtor Entities and the Purchaser of their covenants under the Agreement and (ii) the accuracy of the Selling Debtor Entities' and Purchaser's representations and warranties in all material respects. Furthermore, the obligation of the Purchaser and the Selling Debtor Entities to close the Sale would be subject to (a) the Purchaser's assumption of all of the collective bargaining agreements applicable to the hourly employees identified in the Agreement according to the terms set forth in the Agreement and (b) the Selling Debtor Entities' license to GM of certain licensed intellectual property.¹⁸ The Selling Debtor Entities' obligation to consummate the Sale would be conditioned on GM's entering into an agreement reasonably acceptable to the Selling Debtor Entities releasing the Selling Debtor Entities of their obligations to manufacture and deliver products to GM upon the Purchaser's assuming responsibility to manufacture and deliver such products to GM. In addition, the Purchaser would enter into a supply agreement with GM on terms and conditions fully satisfactory to the Purchaser by September 26, 2007. Also, by no later than September 24, 2007, the Purchaser would complete its due diligence review of certain collectively bargained documents. If the Purchaser is willing to assume the obligations imposed by such documents, then the Purchaser would so advise the Selling Debtor Entities in writing no later than 5:00 p.m. (prevailing Eastern time) on September 24, 2007, whereupon this condition to Closing would be satisfied in full. If the Purchaser is unwilling to assume the obligations imposed by such documents, and therefore there would be no hearing on the Motion and the Agreement would be terminated, the Purchaser would so advise the Selling Debtor Entities in writing no later than 5:00 p.m. (prevailing Eastern time) on September 24, 2007. Lastly, if the Term Sheet—Delphi Pension Freeze and Cessation of OPEB and GM Consensual Triggering of Benefit Guarantee (the "Term Sheet") will not be in effect on the date identified by the parties as the date of the Closing, the parties, in conjunction with the UAW and GM, as applicable, would use reasonable efforts to reach a satisfactory resolution of the benefit issues relative to the Term Sheet. Such condition to Closing would be deemed satisfied once the parties reach a satisfactory resolution of these issues.

¹⁸ At the September 27, 2007 omnibus hearing, by separate motion, the Debtors will also seek authority to enter into and perform under a license agreement with GM, which agreement, subject to this Court's approval, would satisfy the above intellectual property condition to closing.

(k) Termination. The Agreement could be terminated in the following circumstances (but not by a party which is in breach of the Agreement) by either the Sellers or the Purchaser: (i) upon mutual written consent of the Sellers and the Purchaser, (ii) if the Sellers consummate an Alternative Transaction (as defined below), (iii) provided that the terminating party is not in breach of its obligations under the Agreement, if a Sale Approval Order is not entered by December 15, 2007, and such Sale Approval Order, as of December 15, 2007, is not subject to a stay or injunction, (iv) provided that the terminating party is not in breach of its obligations under the Agreement, if the Closing has not occurred for any reason prior to January 10, 2008, (v) if a Material Adverse Effect occurs, but only by a party that is not in breach of the Agreement, and (vi) if at any time prior to the Closing if the Purchaser fails to perform any of its covenants or obligations under the Agreement or materially breaches any representation or warranty under the Agreement.

(l) Certain Supplier Contracts. Prior to the closing date, the Purchaser would provide the Sellers with written notice identifying any suppliers of goods or services necessary for the manufacture of the products or operation of the Leased Premises who currently supply or process raw materials or sub-components to the Sellers or who provide services to the Selling Debtor Entities pursuant to a supplier contract and who refuse to do business with Purchaser on terms reasonably acceptable to the Purchaser. At the Purchaser's option, the Selling Debtor Entities would make available to the Purchaser the goods or services provided by such suppliers under the relevant supplier contracts in accordance with the terms of the Transition Services Agreement.

I. Workforce Provisions

23. The Agreement does not provide for the transfer of any of the Selling Debtor Entities' salaried employees. The Purchaser, however, has interviewed many salaried employees regularly assigned to work at the Leased Premises and certain other salaried employees located at other locations (Troy, Michigan, Dayton, Ohio, and Brighton, Michigan) who spend a majority of their time supporting the design, development, material purchasing, and product launch for the production or assembly of products at the Leased Premises, Spring Hill, Tennessee, or Oshawa, Ontario, Canada. After completing the interviews for the purpose of determining to which salaried employees the Purchaser would make an offer, the Purchaser would provide the Sellers two lists. One list would identify the salaried employees to whom the Purchaser wishes to extend an offer of employment. The other list would identify salaried employees to whom the Purchaser does not wish to extend an offer of employment (the

"Excluded Employees"). The lists would be provided to the Selling Debtor Entities as soon as practicable, but no later than 30 days from the date of the Agreement.

24. Under the terms of the Agreement, for each salaried employee offered a position by the Purchaser, the Purchaser would provide the Selling Debtor Entities with the terms of each individual offer of employment. In the event that the Selling Debtor Entities determine that each offer provides wages and benefits that are substantially comparable in the aggregate to wages and benefits that the Selling Debtor Entities provide the salaried employee as of the offer date, they would advise Purchaser and the employee of such determination. In the event that the Selling Debtor Entities determine that the terms are not substantially similar in the aggregate, the Purchaser may, in its sole discretion, cure any deficiency so as to meet this standard.

25. If after consultation with the Purchaser, the Selling Debtor Entities determine that the terms of employment offered by the Purchaser are not substantially comparable in the aggregate to the current terms of employment, the Sellers would promptly so inform the affected employee and provide such employee the option of (a) receiving severance benefits from the Selling Debtor Entities in accordance with the Delphi Corporation Separation Allowance Plan for U.S. Employees or (b) accepting the Purchaser's offer of employment and waiving eligibility for any severance benefits from the Selling Debtor Entities. In no event, however, would the Purchaser bear any responsibility or liability relating to any severance benefits the Selling Debtor Entities provide to: (i) any of the salaried employees who receive severance benefits from the Selling Debtor Entities in accordance with the Delphi Corporation Separation Allowance Plan for U.S. Employees as the result of the Purchaser's failure to meet the "substantially comparable in the aggregate" standard or (ii) the Excluded Employees. In addition, for a period of five years after the Closing, the Selling Debtor Entities and their

affiliates would not offer to employ or employ any salaried employees hired by the Purchaser under the terms of the Agreement.

26. With respect to the Selling Debtor Entities' active hourly employees, the Purchaser would commence employment for all such hourly employees effective at Closing. Unless the Purchaser is otherwise able to negotiate and execute mutual collective bargaining agreements with the respective unions prior to Closing, the Purchaser would assume all of the obligations under the collective bargaining agreements applicable to the transferred hourly employees. The Purchaser also agrees to assume and recognize the seniority status of each of the hourly employees who transfer to the Purchaser for all purposes.

27. If the Purchaser is unable to negotiate and execute mutual collective bargaining agreement prior to Closing and thereby assumes the obligations under the collective bargaining agreements applicable to the hourly employees identified in the Agreement, then the following would apply:

(a) Pension Plan: As of the Closing and as provided for in the Agreement, the Purchaser would establish a cash balance pension plan for the benefit of the transferring hourly employees. Such plan would contain provisions that mirror the provisions of the Selling Debtor Entities' cash balance plan for hourly employees on the close of business on the day immediately preceding the Closing under the terms of the applicable collective bargaining agreements. With respect to the Purchaser's cash balance pension plan, the Purchaser would recognize the pre-closing credited service under the Selling Debtor Entities' cash balance plan of each of the transferring hourly employees for eligibility and vesting purposes, but not benefit accrual purpose. The Purchaser would recognize post-closing credited service of each of the hourly employees for vesting, eligibility, and benefit accrual purposes subject to the terms of the Purchaser's cash balance plan and the terms of the Agreement.

(b) Active Health And Welfare Benefits: As of the Closing and as provided for in the Agreement, the Purchaser would establish medical, dental, vision, disability, life insurance, and health care spending account plans for the benefit of the transferring hourly employees. Such plans would contain provisions that mirror the provisions of the Selling Debtor Entities' medical, dental, vision, disability, life insurance, and health care spending account plans that were applicable to the hourly employees on

the close of business on the day immediately preceding the Closing under the terms of the applicable collective bargaining agreements.

(c) Retiree Medical Benefits: As of the Closing and as provided for in the Agreement, the Purchaser would establish a notional post-retirement health care account for the benefit of eligible hourly employees who retire from the Purchaser with an opening balance equal to the individual account balances of such hourly employees under the Selling Debtor Entities' notional post-retirement health care account as of the day immediately prior to Closing. Such account would contain provisions that mirror the provisions of the Selling Debtor Entities' post-retirement health care account that were applicable to the hourly employees on the close of business on the day immediately preceding the Closing under the terms of the applicable collective bargaining agreements. The Purchaser would recognize the pre-Closing credited service under the Selling Debtor Entities' post-retirement health care account for each of the transferred hourly employees for eligibility purposes.

(d) 401(k) Plan: As of the Closing and as provided for in the Agreement, the Purchaser would establish a 401(k) plan for the benefit of the transferred hourly employees (or otherwise amend an existing 401(k) plan of Purchaser to include provisions specific to the hourly employees) (the "Purchaser's 401(k) Plan"). The Purchaser's 401(k) Plan would contain provisions that mirror the provisions of the Delphi Personal Savings Plan that were applicable to the hourly employees on the close of business on the day immediately preceding the Closing under the terms of the applicable collective bargaining agreements.

(e) Supplemental Unemployment Benefit Plan: As of the Closing and as provided for in the Agreement, the Purchaser would establish a supplemental unemployment benefit plan for the benefit of the transferring hourly employees. Such benefit plan would contain provisions that mirror the provisions of Delphi Supplemental Unemployment Benefit Plan that were applicable to the hourly employees on the close of business on the day immediately preceding the Closing under the term of the applicable collective bargaining agreements.

(f) Notwithstanding anything to the contrary herein, any transferring hourly employee who is considered a "Covered Employee" under the Term Sheet is not eligible either to participate in the cash balance pension plan or retiree medical plan established by the Purchaser or to receive matching contributions under the Purchaser's 401(k) Plan for the period of time such employee is eligible for benefits through GM in accordance with the Term Sheet.

J. Bidding Procedures

28. The Sale of the Acquired Assets and the Canadian Assets would be subject to higher or otherwise better offers pursuant to the Bidding Procedures. The Selling Debtor Entities believe that the proposed structure of the Bidding Procedures is the one most likely to maximize the realizable value of the Acquired Assets for the benefit of the Selling Debtor Entities' estates, their stakeholders, and other interested parties. Accordingly, the Selling Debtor Entities seek approval of the Bidding Procedures for the Sale of the Acquired Assets.

29. The Bidding Procedures describe, among other things, the assets available for sale, the manner in which bidders and bids become "qualified," the coordination of diligence efforts among bidders, the receipt and negotiation of bids received, the conduct of any subsequent Auction (as defined below), the ultimate selection of the Successful Bidder(s), and this Court's approval thereof (collectively, the "Bidding Process").

30. The proposed Bidding Procedures attached hereto as Exhibit A are as follows:¹⁹

(a) Assets To Be Sold: The assets proposed to be sold are the Acquired Assets and the Canadian Assets.

(b) Free Of Any And All Liens: The Selling Debtor Entities' Acquired Assets are to be sold free and clear of any Liens.

(c) Participation Requirements: To ensure that only bidders with a serious interest in the purchase of the Acquired Assets and the Canadian Assets participate in the Bidding Process, the Bidding Procedures provide for minimal requirements for a potential bidder to become a "Qualified Bidder": (i) executing a confidentiality agreement in form and substance satisfactory to the Sellers, (ii) providing the Sellers with certain financial assurances as to such bidder's ability to close a transaction, (iii) submitting a preliminary proposal reflecting the purchase price range, any Acquired Assets or Canadian Assets expected to be excluded, the structure and financing of the transaction, any anticipated regulatory approvals, the anticipated time frame and any anticipated impediments to obtaining such approvals, any additional conditions to closing that the qualified bidder may wish to impose, and the nature and extent of

¹⁹ In the event of any conflict between the Bidding Procedures and this summary of the Bidding Procedures, the provisions of the Bidding Procedures control. Capitalized terms used but not otherwise defined in this summary have the meanings ascribed to them in the Bidding Procedures.

any due diligence it may wish to conduct and the date by which such due diligence would be completed, and (iv) delivering a good faith deposit in the amount of \$2,000,000 (the "Good Faith Deposit").

(d) Due Diligence: All Qualified Bidders would be afforded an opportunity to participate in the diligence process. The Sellers would coordinate the diligence process and provide due diligence access and additional information as reasonably requested by any Qualified Bidders.

(e) Bid Deadline: A bid deadline of 11:00 a.m. (prevailing Eastern time) on October 16, 2007 (the "Bid Deadline") would be established. The Selling Debtor Entities may extend the Bid Deadline once or successively, but are not obligated to do so. If the Selling Debtor Entities extend the Bid Deadline, they would promptly notify all Qualified Bidders of such extension.

(f) Break-up Fee: Only in the event that the Selling Debtor Entities terminate the Agreement to consummate an Alternative Transaction (as defined below) and sell, transfer, or otherwise dispose of all or substantially all or a material portion of the Acquired Assets in a transaction or a series of related transactions with one or more parties other than the Purchaser in accordance with the Bidding Procedures (the "Alternative Transaction"), the Sellers would pay the Purchaser an amount equal to \$1,500,000 (the "Break-Up Fee"). Notwithstanding the foregoing, the Purchaser would not be entitled to a Break-Up Fee if the Purchaser would be in material breach of the Agreement or the Bidding Procedures.

(g) Bid Requirements: All bids would be required to include the following documents: (i) a letter stating that the bidder's offer would be irrevocable until two business days after the Closing, (ii) an executed copy of the Agreement, together with all schedules, marked to show amendments and modifications to the agreement, purchase price, and proposed schedules, (iii) a Good Faith Deposit, and (iv) satisfactory written evidence of a commitment for financing or other ability to consummate the proposed transaction.

(h) Qualified Bids: To be deemed a "Qualified Bid," a bid would be required to be received by the Bid Deadline and, among other things, would be required to (i) be on terms and conditions that are substantially similar to, and are not materially more burdensome or conditional to the Sellers than those contained in the Agreement, (ii) not be contingent on obtaining financing or the outcome of unperformed due diligence, (iii) have a value greater than the purchase price reflected in the Agreement, the purchase price reflected in the Canadian Agreement, and the amount of the Break-Up Fee, plus \$500,000 initially, and in increments of \$250,000 for any subsequent bid, (iv) not be conditioned on any bid protections, such as a break-up fee, termination fee, expense reimbursement, or similar type of payment, (v) contain acknowledgements and representations as set forth in the Bidding Procedures, and (vi) include a commitment to consummate the purchase of the Acquired Assets and the Canadian Assets within not more than fifteen days after entry of the Court's order approving such purchase.

(i) Conduct Of Auction: If the Sellers receive at least one Qualified Bid in addition to that of the Purchaser, they would conduct an auction (the "Auction") of the Acquired Assets and the Canadian Assets at 10:00 a.m. (prevailing Eastern time) on or before October 23, 2007, or such later time as the Sellers notify all Qualified Bidders who have submitted Qualified Bids, in accordance with the procedures outlined in the Bidding Procedures,

which include: (i) attendance at the Auction would be limited to specified parties as outlined in the Bidding Procedures, (ii) at least two Business Days prior to the Auction, each Qualified Bidder with a Qualified Bid would be required to inform the Sellers whether it intends to participate in the Auction and at least one Business Day prior to the Auction, the Sellers would be required to provide such bidders attending the auction with copies of the Qualified Bid or combination of Qualified Bids which the Sellers then believe is the highest or otherwise best offer for the Acquired Assets and the Canadian Assets, (iii) all Qualified Bidders would be entitled to be present for all subsequent bids, and (iv) bidding at the Auction would begin with the highest or otherwise best Qualified Bid, continue in minimum increments of at least \$250,000 and conclude after each participating bidder has had the opportunity to submit one or more additional subsequent bids.

(j) Selection Of Successful Bid: As soon as practicable after the conclusion of the Auction, the Sellers would review each Qualified Bid and identify the highest or otherwise best offer(s) for the Acquired Assets and the Canadian Assets (the "Successful Bid") and the bidder(s) making such bid(s) (the "Successful Bidder(s)"). The Sellers would sell the Acquired Assets and the Canadian Assets for the highest or otherwise best Qualified Bid or combination of Qualified Bids and the transaction would be consummated as soon as reasonably practicable following the approval of such Qualified Bid by the Court.

(k) Sale Hearing: The Selling Debtor Entities request that the Sale Hearing be scheduled for October 25, 2007 at 10:00 a.m. (prevailing Eastern time) and that the Sale Hearing could be adjourned or rescheduled by the Sellers without notice other than by an announcement of the adjourned date at the Sale Hearing. If no Qualified Bids other than that of the Purchaser are received, the Sellers would proceed with the sale of the Acquired Assets and the Canadian Assets to the Purchaser following entry of such order. If the Sellers receive additional Qualified Bids, then at the Sale Hearing, then the Sellers would seek approval of the Successful Bid, as well as the second highest or best Qualified Bid (the "Alternate Bid," and such bidder, the "Alternate Bidder"). A bid would not be deemed accepted by the Sellers unless and until approved by the Court. Following approval of the sale to the Successful Bidder, if the Successful Bidder fails to consummate the sale for specified reasons, then the Alternate Bid would be deemed to be the Successful Bid and the Sellers would be permitted to effectuate a sale to the Alternate Bidder without further order of the Court.

(l) Return Of Good Faith Deposits: The Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) would be held in an interest-bearing escrow account and all Qualified Bids would remain open until two business days following the closing of the Sale (the "Return Date"). Notwithstanding the foregoing, the Good Faith Deposit submitted by the Successful Bidder, together with interest thereon, would be applied against the payment of the Purchase Price upon closing of the Sale to the Successful Bidder. If a Successful Bidder fails to consummate an approved sale, the Sellers would not have any obligation to return such Good Faith Deposit and such deposit would irrevocably become property of the Sellers. On the Return Date, the Sellers would return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon.

(m) Reservation Of Rights: The Sellers, after consultation with the agents for its secured lenders and the Creditors' Committee: (i) could determine which Qualified Bid, if any, would be the highest or otherwise best offer and (ii) could reject, at any time, any bid

(other than the Purchaser's bid) that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (c) contrary to the best interests of the Sellers, including the Selling Debtor Entities and their estates and their stakeholders, and as determined by the Selling Debtor Entities in their sole discretion.

K. Break-Up Fee

31. The Purchaser has expended, and likely will continue to expend, considerable time, money, and energy pursuing the Sale and has engaged in extended arm's-length and good faith negotiations regarding a possible sale. The Agreement is the culmination of these efforts.

32. In recognition of this expenditure of time, energy, and resources, the Selling Debtor Entities have agreed to provide certain bid protections to the Purchaser. Specifically, the Agreement provides for, and the Selling Debtor Entities respectfully request that the Bidding Procedures Order approve, a break-up fee payable by the Selling Debtor Entities to the Purchaser in the amount of \$1,500,000, which is 3.6% of the cumulative purchase price,²⁰ if the Selling Debtor Entities terminate the Agreement to close an Alternative Transaction and the Selling Debtor Entities consummate an Alternative Transaction. The Selling Debtor Entities recognize that a 3.6% Break-Up Fee is at the higher end of the range of traditional bid protections approved in asset sales pursuant to section 363 of the Bankruptcy Code. Nonetheless, the Break-Up Fee was a material inducement for, and a condition of, the Purchaser's entry into the Agreement.

33. The Selling Debtor Entities believe that the proposed Break-Up Fee is fair and reasonable in view of (a) the intensive analysis, due diligence investigation, and negotiation undertaken by the Purchaser in connection with the Sale and (b) the fact that the Purchaser's efforts would maximize the value of the Acquired Assets for the benefit of all stakeholders

²⁰ Assumes an Inventory Value of approximately \$15 million based on current inventory levels and includes the value of the Canadian Assets.

whether as a result of consummating the divestiture pursuant to the Agreement or making the highest or otherwise best offer to be submitted at any Auction.

34. The Purchaser is unwilling to keep open its offer to purchase the Acquired Assets under the terms of the Agreement unless this Court authorizes payment of the Break-Up Fee. Thus, absent entry of the Bidding Procedures Order and approval of the Break-Up Fee, the Selling Debtor Entities may lose the opportunity to obtain what they believe to be the highest and best offer for the Acquired Assets.

35. Moreover, payment of the Break-Up Fee will not diminish the Selling Debtor Entities' estates. The Selling Debtor Entities would not expect to pay the Break-Up Fee unless and they do so to accept an alternative Successful Bid, which would result in even greater value to the Selling Debtor Entities' estates and their stakeholders. The Selling Debtor Entities thus request that this Court authorize payment of the Break-Up Fee pursuant to the terms and conditions of the Agreement.

L. Notice Of Sale Hearing

36. Within five days after entry of the Bidding Procedures Order (the "Mailing Date"), the Selling Debtor Entities (or their agent) propose to serve the Motion, the Agreement, the proposed Sale Approval Order, the Bidding Procedures, and a copy of the Bidding Procedures Order by first-class mail, postage prepaid, upon (i) the U.S. Trustee, (ii) counsel for the Purchaser, (iii) counsel for the Creditors' Committee, (iv) counsel for the Equity Committee, (v) all entities known to have expressed an interest in a transaction with respect to the Acquired Assets during the past six months, (vi) all entities known to have asserted any Lien, claim, interest, or encumbrance in or upon the Acquired Assets, (vii) all federal, state, and local regulatory or taxing authorities or recording offices, including but not limited to environmental regulatory authorities, which have a reasonably known interest in the relief requested by the

Motion, (viii) the United States Attorney's office, (ix) the United States Department of Justice, (x) the Securities and Exchange Commission, (xi) the Internal Revenue Service, (xii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")), and (xiii) such other entities as are required to be served with notices under the Supplemental Case Management Order.

37. The Selling Debtor Entities also propose pursuant to Fed. R. Bankr. P. 2002(l) and 2002(d) to publish a notice of the Sale in a form substantially similar to the form annexed hereto as Exhibit F in the Wall Street Journal (International Edition), the New York Times, the Saginaw News, and the Bay City Times within five days of entry of the Bidding Procedures Order or as soon as practicable thereafter, and the Sellers request that such publication notice be deemed proper notice to any other interested parties whose identities are unknown to the Sellers.

Applicable Authority

M. Approval Of Bidding Procedures

38. Bankruptcy Code section 363(b)(1) permits a debtor-in-possession to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Uses of estate property outside the ordinary course of business may be authorized if the debtor demonstrates a sound business justification for it. See Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); see also In re Delaware & Hudson Ry. Co., 124 B.R. 169, 178-179 (D. Del. 1991).

39. The Second Circuit has held that, although the bankruptcy court sits as an "overseer of the wisdom with which the bankruptcy estate's property is being managed by the . . . debtor-in-possession," it must nevertheless resist becoming "arbiter of disputes between creditors and the estate." Orion Pictures Corp. v. Showtime Network, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1098-99 (2d Cir. 1993). The Court's consideration of a debtor's section 363(b) motion is a summary proceeding, intended merely as a means to "efficiently review the . . . debtor's decision[s] . . . in the course of the swift administration of the bankruptcy estate. It is not the time or place for prolonged discovery or a lengthy trial with disputed issues." Id. at 1098-99.

40. Once the debtor articulates a valid business justification, a presumption arises that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." Official Comm. of Subordinated Bondholders v. Integrated Resources, Inc. (In re Integrated Resources, Inc.), 147 B.R. 650, 656 (S.D.N.Y. 1992). Thereafter, "[p]arties opposing the proposed exercise of a debtor's business judgment have the burden of rebutting the presumption of validity." Id. To satisfy its burden, it is not enough for an objector simply to raise and argue an objection. Rather, an objector "is required to produce some evidence respecting its objections." Lionel, 722 F.2d at 1071.

41. As a rule, the debtor's business judgment "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 81 (Bankr. D. Del. 2001) (quoting In re Interco, Inc., 128 B.R. 229, 234 (Bankr. E.D. Mo. 1991)). As set forth above, the Selling Debtor Entities have sound business justifications for pursuing a sale process at this time. Because GM has resourced the majority of the Saginaw

Chassis Business to the Purchaser, the sale of the Acquired Assets and the Canadian Assets from the Sellers to the Purchaser will ensure a seamless transition of operations and minimize interruption to the Saginaw Chassis Business. In addition, the sale of the Acquired Assets as a whole will generate value substantially higher than if the Selling Debtor Entities wound down the Saginaw Chassis Business.

42. The Selling Debtor Entities submit that the Bidding Procedures would encourage competitive bidding because the Purchaser would not have entered into the Agreement without such provisions. The Bidding Procedures have thus induced a bid that otherwise would not have been made. Finally, the mere existence of the Bidding Procedures permits the Selling Debtor Entities to insist that competing bids be materially higher or otherwise better than the Agreement, which will produce a clear benefit to the Selling Debtor Entities, their estates, their stakeholders, and all other parties-in-interest.

43. A prospective purchaser of assets from a chapter 11 debtor may be reluctant to make an offer because it knows that even if it reaches agreement with the debtor, its offer will be subject to a higher bid by another party. Pre-approved bidding procedures address these concerns by assuring initial bidders that any auction procedure will be predictable and reasonable. Thus, the Selling Debtor Entities submit that the use of the Bidding Procedures also reflects sound business judgment.

N. Sale Of The Acquired Assets Free And Clear Of Liens

44. Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell property free and clear of any lien, claim, or interest in such property if, among other things:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;

- (3) such interest is a lien and the price at which such property is sold is great that the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

45. Therefore, section 363(f) permits the Selling Debtor Entities to sell the Acquired Assets free and clear of Liens. Each Lien that is not the result of an assumed liability satisfies at least one of the five conditions of 11 U.S.C. § 363(f), and the Selling Debtor Entities submit that any such Lien will be adequately protected by attachment to the net proceeds of the Sale, subject to any claims and defenses the Selling Debtor Entities may possess with respect thereto. Accordingly, the Selling Debtor Entities request that the Acquired Assets be transferred to the Purchaser or the Successful Bidder(s), as the case may be, free and clear of all Liens.

O. The Purchaser Is A Good Faith Purchaser Pursuant To Section 363(m) Of The Bankruptcy Code And The Transaction Contemplated By The Agreement Should Carry The Protections Of Section 363(n) Of The Bankruptcy Code

46. Section 363(m) of the Bankruptcy Code provides:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Although the Bankruptcy Code does not define "good faith," the Second Circuit Court of Appeals in In re Gucci held that the

good faith of a purchaser is shown by the integrity of his conduct during the course of the sale proceedings; where there is a lack of such integrity, a good faith finding may not be made. A purchaser's good faith is lost by 'fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.'

126 F.3d at 390 (quoting In re Rock Industries Machinery Corp., 572 F.2d 1195, 1198 (7th Cir. 1978) (interpreting Bankruptcy Rule 805, the precursor of section 363(m)); see also Evergreen Int'l Airlines Inc. v. Pan Am Corp. (In re Pam Am Corp.), Case Nos. 91 Civ. 8319 (LMM) to 91 Civ. 8324 (LMM), 1992 WL 154200 at *4 (S.D.N.Y. June 18, 1992); In re Sasson Jeans, Inc., 90 B.R. 608, 610 (S.D.N.Y. 1988).

47. Section 363(n) of the Bankruptcy Code further provides, in relevant part, that:

The trustee may avoid a sale under this section if the sale price was controlled by an agreement among potential bidders at such sale, or may recover from a party to such agreement any amount by which the value of the property sold exceeds the price at which such sale was consummated, and may recover any costs, attorneys' fees, or expenses incurred in avoiding such sale or recovering such amount.

48. The Selling Debtor Entities submit, and will present evidence at the Sale Hearing, that the Agreement reflects an intensely negotiated, arm's-length transaction. Throughout the negotiations, the Purchaser has at all times acted in good faith. Moreover, to the extent that the assets are sold to a Successful Bidder, it will be because of a well-planned competitive process and intense negotiations at arm's length to be conducted at an Auction. As a result of the foregoing, the Selling Debtor Entities request that the Court make a finding that the Purchase Price to be paid by the Purchaser constitutes reasonably equivalent value and fair consideration under any applicable law.

49. The Selling Debtor Entities, therefore, request that this Court make a finding that the Purchaser has purchased the Acquired Assets in good faith within the meaning of section 363(m) of the Bankruptcy Code. Further, the Selling Debtor Entities request that this Court make a finding that the asset purchase agreement reached as a result of the Bidding Procedures necessarily will comprise an arm's-length, intensely-negotiated transaction entitled to the protections of section 363(m) of the Bankruptcy Code. Because the Selling Debtor Entities

have shown that the Purchaser's successful bid is not the product of fraud or collusion between the Purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders, the Selling Debtor Entities further request that this Court make a finding that the transactions contemplated by the Agreement are not avoidable under section 363(n) of the Bankruptcy Code.

P. Approval Of The Break-Up Fee

50. Bidding incentives encourage potential bidders to invest the requisite time, money, and effort to negotiate with a debtor and perform the necessary due diligence attendant to the acquisition of a debtor's assets, despite the inherent risks and uncertainties of the chapter 11 process. See, e.g., In re 995 Fifth Ave. Associates, L.P., 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1992) (bidding incentives may "be legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking") (citation omitted). Bankruptcy courts often approve bidding incentives under the business judgment rule. In re Global Crossing Ltd., 295 B.R. 726, 744 (Bankr. S.D.N.Y. 2003) ("[N]o litigant has seriously argued the inapplicability of the business judgment test, and if any such argument had been made, the Court would be compelled . . . to reject it."); In re Bethlehem Steel Corp., Case No. 02 Civ. 2854 (MBM), 2003 WL 21738964 at *8 n.13 (S.D.N.Y. July 28, 2003) (the court should approve agreements providing bidding incentives "unless they are unreasonable or appear more likely to chill the bidding process than to enhance it"). One court, explaining the force of the business judgment rule in this context, stated "the business judgment rule does not become inapplicable simply because a court decides a break-up fee is too large." In re Integrated Resources, 147 B.R. at 660.

51. In this district, courts have established a three part-test for determining when to permit bidding incentives. The three factors are: "whether (i) the relationship of parties

who negotiated breakup fee is tainted by self-dealing or manipulation, (ii) the fee hampers, rather than encourages, bidding, and (iii) the amount of the fee is unreasonable relative to purchase price." Id.

52. Here, the Selling Debtor Entities seek authority to utilize the Bidding Process and the Break-Up Fee in the event that the Purchaser is not ultimately the Successful Bidder or must increase the Purchaser's bid price to become the Successful Bidder. As the stalking horse bidder, the Purchaser has contributed a significant investment in time and resources. Although the proposed \$1,500,000 Break-Up Fee is 3.6% of the cumulative purchase price,²¹ the Selling Debtor Entities believe that in these circumstances the Break-Up Fee is nonetheless fair and reasonable in amount. Moreover, the Purchaser is not entitled to an expense reimbursement under the Agreement. See, e.g., In re Allegiance Telecom, Inc., Case No. 03-13057 (RDD) (Bankr. S.D.N.Y. 2004) (allowing 2.8% break-up fee and expense reimbursement provision in asset sale agreement); In re Enron Corp., Case No. 01-16034 (AJG) (Bankr. S.D.N.Y. 2004) (approving 3% break-up fee if debtor closes superior transaction); In re Loral Space & Communications Ltd., Case Nos. 03-41710 and 03-41709 (RDD) (Bankr. S.D.N.Y. 2003) (allowing 2% for break-up fee and .8% for expense reimbursement only if court enters order approving alternative transaction); In re Genuity Inc., Case No. 02-43558 (PCB)(Bankr. S.D.N.Y. 2002) (allowing 4.13% break-up fee if court approved alternative transaction); In re PSINet, Inc., Case No. 01-13213 (REG) (Bankr. S.D.N.Y. 2001) (permitting 4.28% break-up fee in event that seller consummated transaction with alternative bidder); In re Teligent, Inc., Case No. 01-12974 (SMB) (Bankr. S.D.N.Y. 2001) (allowing break up fee ranging from 1.3% to 4.25% depending on value of alternative transaction).

²¹ Assumes an Inventory Value of approximately \$15 million based on current inventory levels and includes the value of the Canadian Assets.

Q. Conclusion

53. The Selling Debtor Entities submit that the relief requested in this Motion, including the Bidding Procedures, bid protections, and Notice Procedures are in the best interests of the Selling Debtor Entities' estates and will maximize value for all stakeholders. The Selling Debtor Entities will further show at the Sale Hearing that the entry approving the Sale of the Acquired Assets of the Selling Debtor Entities free and clear of Liens to the Purchaser or to the Successful Bidder by the Purchaser or the Successful Bidder, as the case may be, are likewise in the best interests of the Selling Debtor Entities' estates and will maximize value for all stakeholders.

Notice

54. Notice of this Motion has been provided in accordance with the Supplemental Case Management Order, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered October 26, 2006 (Docket No. 5418). Further notice with respect to the Sale will be provided in accordance with the Notice Procedures described herein. In addition, the Debtors have complied with the Supplemental Case Management Order with respect to the filing of this Motion and the need for expedited relief.²² In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

55. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Selling Debtor Entities respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

²² The Debtors have noticed this Motion for the omnibus hearing on September 27, 2007. In compliance with the terms of the Supplemental Case Management Order, the Debtors have consulted with counsel to the Creditors' Committee regarding the relief sought in this Motion as well as the timing of its filing. The Debtors have been informed that the Creditors' Committee has consented to this Motion being heard on September 27, 2007. Because this Motion is being filed on less than 20 days' notice, parties-in-interest will have until September 24, 2007 to file an objection to entry of the Bidding Procedures Order.

WHEREFORE the Selling Debtor Entities respectfully request that this Court enter an order (a)(i) approving the Bidding Procedures, (ii) granting certain bid protections, (iii) approving the Notice Procedures, and (iv) setting the Sale Hearing, (b) approving the Sale of the Acquired Assets by the Sellers free and clear of Liens to the Purchaser or to the Successful Bidder, and (c) granting them such other and further relief as is just.

Dated: New York, New York
September 17, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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- and -

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New York, New York 10036
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT D

THIRD AMENDMENT TO ASSET PURCHASE AGREEMENT

TRW Integrated Chassis Systems LLC, a Delaware limited liability company ("Purchaser"), Delphi Automotive Systems LLC, a Delaware limited liability company ("Delphi") and Delphi Technologies, Inc., a Delaware corporation ("DTI") enter into this Third Amendment to Asset Purchase Agreement on November ____, 2007 (this "Amendment").

BACKGROUND

A. Purchaser, Delphi and DTI are parties to an Asset Purchase Agreement dated September 17, 2007 (as amended from time-to-time, the "APA"). Capitalized terms not defined in this Amendment have the meanings given in the APA and references to "Sections" in this Amendment are intended to refer to sections of the APA.

B. The Parties have agreed to amend the APA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants contained in this Amendment and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree:

TERMS AND CONDITIONS

1. Definitions.

A. The indicated definitions in the APA are amended to read as follows:

"Canadian Agreement" means that certain Asset Purchase Agreement dated September 17, 2007 between Delphi Canada and Purchaser, which Canadian Agreement has been terminated by Purchaser. Certain Schedules to the Canadian Agreement are incorporated into the APA as provided in this Amendment.

"Canadian Assets" means the Acquired Assets as that term is defined in the Canadian Agreement. For certainty, as used in this Agreement, the term Acquired Assets includes the Canadian Assets and certain Schedules to the APA are amended to include the Canadian Assets as provided in this Amendment.

"Other Product Facilities" means Delphi's facility located in Spring Hill, Tennessee where certain Non-Saginaw Assets (as defined in Section 1.3.A below) are currently located.

B. The following definitions are added to the APA:

“Leased Hourly Employees” has the meaning set forth in Section 4.2.

“Oshawa Expense Reimbursement Amount” means an amount equal to Delphi’s documented out of pocket costs and expenses incurred in relocating the portion of the Canadian Assets identified on Schedule OO and related Tooling from Oshawa, Ontario Canada and installing and re-qualifying such assets and Tooling at the Leased Premises pursuant to a budget approved in writing by Purchaser. Unless otherwise agreed in writing by Purchaser, the maximum Oshawa Expense Reimbursement Amount is \$517,000.00.

2. Deletions. Sections 9.1.E, 9.1.F, 9.1.G and 11.7 are deleted.

3. Schedule Amendments.

A. Schedule M to the APA is amended to add the Canadian Assets and such Amended Schedule M is attached hereto.

B. Schedule P-1 to the APA is amended to add the Products described on Schedule P-1 to the Canadian Agreement and such amended Schedule P-1 is attached hereto.

C. Schedule 1.3.A to the APA (Schedule of Removal of Non-Saginaw Assets) is replaced by Schedule 1.3.A to this Amendment.

D. Schedule 3.4 to the APA (Purchase Price Allocation) is replaced by Schedule 3.4 to this Amendment.

E. Schedule 8.1 to the APA (certain persons with Knowledge) is replaced by Schedule 8.1 to this Amendment.

4. New Schedules.

A. Schedule OO to this Amendment is added as a new Schedule OO to the APA.

B. Schedule 4.2.N to this Amendment is added as a new Schedule 4.2.N to the APA.

C. Schedule 4.2.N-1 to this Amendment is added as a new Schedule 4.2.N-1 to the APA.

D. Schedule 4.2.N-2 to this Amendment is added as a new Schedule 4.2.N-2 to the APA.

5. Acquired Assets Transaction. Section 1.1 is amended in its entirety to read as follows:

“Upon the terms and subject to the conditions set forth in this Agreement at Closing (unless otherwise expressly provided in this Agreement or the Ancillary Agreements) Delphi will sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser will purchase, accept and acquire from the Delphi, the Acquired Assets free and clear of all Liens, except for liens that are referenced in Section 8.1(C).”

6. New Section. The following is added as Section 1.10 of the APA:

“Prior to the Closing Date, Delphi will acquire the Canadian Assets identified on Schedule OO from Delphi Canada, relocate and install, and re-qualify the Canadian Assets at the Leased Premises. Purchaser shall have the right to monitor all removal, installation and re-qualification activities related to such Canadian Assets. With respect to the Canadian Assets not identified on Schedule OO, Delphi will remove such Canadian Assets from the Delphi’s facility in Oshawa, Ontario Canada and deliver them to Purchaser at the Leased Premises on such dates and at such times as are mutually agreeable to the Parties but in any event on or before March 31, 2008. Delphi will acquire the Canadian Assets not identified on Schedule OO prior to their delivery to Purchaser and title to and risk of loss in respect of such Canadian Assets will remain in Delphi Canada or Delphi until such delivery. Purchaser shall have the right to monitor all removal activities related to such Canadian Assets.”

7. No Compete Agreement.

A. Subsection 2.2.A(i)(z) is amended in its entirety to read as follows:

“(z) prohibit Delphi or its Affiliates from selling finished goods or work-in-process inventory existing as of the Closing Date or other inventory in connection with winding down in an orderly fashion operations at Other Product Facilities, Delphi Canada’s facility in Oshawa, Ontario Canada, Delphi’s facility located at Needmore Road in Dayton, Ohio, or any related supplier locations as reasonably determined by Delphi; or”

B. The following is added as Subsection 2.2.A(i)(zz):

“(zz) prohibit Delphi or its Affiliates from selling (1) Products to its Customers to the extent that such Products are manufactured at Delphi Canada’s facility in Oshawa, Ontario Canada using the Canadian Assets not identified on Schedule OO prior to the delivery of such Canadian Assets to Purchaser, or (2) finished goods or work in process inventory existing as of the date the Canadian Assets not identified on Schedule OO are delivered to Purchaser.”

8. Purchase Price Amendments.

A. Section 3.1 is amended in its entirety to read as follows:

“Subject to the terms and conditions of this Agreement, the aggregate purchase price for the Acquired Assets will be the following amount (the “Purchase Price”): (i) Twenty-Seven Million Six Hundred Thousand Dollars (\$27,600,000.00); plus (ii) the Inventory Value as of the Closing Date; plus (iii) the Saltillo Expense Reimbursement Amount; plus (iv) the Oshawa Expense Reimbursement Amount.”

B. Section 3.2.B is amended in its entirety to read as follows:

“The following portion of the Purchase Price will be paid by Purchaser to Delphi on the Closing Date in cash by wire transfer to an account designated in writing by Delphi: (u) Twenty-Seven Million Six Hundred Thousand Dollars (\$27,600,000) plus (v) the Saltillo Expense Reimbursement Amount plus (w) the Oshawa Expense Reimbursement Amount plus (x) 80% of the Parties’ good faith estimate of the Inventory Value as of the Closing Date based on Schedule 3.2, which reflects Inventory Value as of the last day of June 2007 (the “Inventory Partial Payment”) minus (y) the Deposit minus (z) the sum of all Pre-Closing Agreement Payments.”

9. The first sentence of Section 4.2.B is amended in its entirety to read as follows:

“Effective at Closing and subject to the terms of Section 4.2.N below, Purchaser will commence the employment of all of the active hourly employees identified on Schedule 4.2.”

10. New Section. The following is added as Section 4.2.N of the APA:

“(i) Schedule 4.2.N lists the active Hourly Employees who, as of the Closing Date, are or may become eligible for traditional pension benefits under the Delphi HRP (i.e., pension benefits other than cash balance benefits provided in accordance with the Individual Retirement Plan provisions of the Delphi HRP) and their union affiliation. Notwithstanding anything to the contrary in Section 4.2 of the APA, Delphi will continue to employ the Hourly Employees listed on Schedule 4.2.N and will lease such Hourly Employees (hereinafter, the “Leased Hourly Employees”) to Purchaser pursuant to the terms hereof until such time as benefit accruals under the Delphi HRP are frozen in accordance with the “Term Sheet – Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantee” (i.e., Attachment B of the 2007 UAW-Delphi-GM Memorandum of Understanding – Delphi Restructuring dated June 22, 2007) (“Benefit Guarantee Term Sheet”), or such later date as shall be mutually agreed to by Delphi and Purchaser, but in no event later than forty-five days following the Freeze Date (as such term is defined in the Benefit Guarantee Term Sheet) unless the Parties mutually agree otherwise (the “Lease Period”). As soon as practicable following the Freeze Date, the Leased Hourly Employees shall commence employment with Purchaser in accordance with the terms of Section 4.2 of the APA. Nothing contained herein shall cause any inactive Leased Hourly Employee to become employed by

Purchaser prior to the date that such Leased Hourly Employee is ready to return to active employment in accordance with Delphi's leave policies and applicable collective bargaining agreement provisions, as provided by Section 4.2 of the APA.

(ii) In the event that an Hourly Employee that is covered by the Benefit Guarantee Term Sheet is erroneously excluded from Schedule 4.2.N, such Hourly Employee shall be added to Schedule 4.2.N at the time such error is discovered and shall be subject to the terms of this Section 4.2.N. Similarly, in the event that an Hourly Employee has been erroneously included on Schedule 4.2.N but such Hourly Employee is not covered by the Benefit Guaranty Term Sheet, is an inactive Hourly Employee or otherwise, such Hourly Employee shall be removed from Schedule 4.2.N at the time that such error is discovered and shall not be subject to the terms of this Section 4.2.N. Schedule 4.2.N will be updated as of the Business Day immediately preceding the Closing."

(iii) The Leased Hourly Employees will be leased by Delphi to Purchaser in accordance with the following terms:

(1) The Leased Hourly Employees will remain exclusively the employees of Delphi but will perform services for and as directed by Purchaser. Purchaser will provide supervision, e.g. assign work, monitor quality, maintain discipline for the Leased Hourly Employees at Purchaser's sole cost. Delphi will maintain all appropriate employment records, pay the wages and benefits and, subject to Section 4.2.N(iii)(3), otherwise maintain responsibility as the employer for each Leased Hourly Employee in accordance with the applicable collective bargaining agreements and applicable law.

(2) Purchaser acknowledges that the Leased Hourly Employees are employed in accordance with the applicable UAW-Delphi collective bargaining agreements. As such, Purchaser agrees to recognize seniority rights and perform its supervisory duties in accordance with the terms of the applicable UAW-Delphi collective bargaining agreements. In the event that a Leased Hourly Employee violates any shop rule or engages in conduct adverse to Purchaser's management or control of the Business, Purchaser may take appropriate disciplinary action consistent with the applicable collective bargaining agreements. Purchaser will report such situations to Delphi in writing as soon as practicable. Purchaser will administer the grievance procedure. The costs associated with administering the grievance procedure and resolving any grievance arising from Purchaser's actions, supervision, management and control of the Leased Hourly employees or otherwise arising out of or in connection with Purchaser's operation of the Business will be paid by Purchaser.

(3) During the Lease Period, Delphi will maintain, administer, and pay the wages and benefits of the Leased Hourly Employees in accordance with the applicable UAW-Delphi collective bargaining agreements and applicable law. Purchaser will reimburse Delphi for the following costs relating to the Leased Hourly Employees: all actual payroll costs and an agreed allocation for other costs as required by the collective bargaining agreements and in accordance with Schedule 4.2.N-1 attached hereto. Delphi shall invoice Purchaser for such charges weekly or monthly, as

determined by Delphi, using the Leased Hourly Employee Invoice in the form attached hereto as Schedule 4.2.N-2. Payment terms shall be MNS-2 from receipt of invoice. In the case of any questions or dispute regarding the amount of any invoice, Delphi agrees to retain and to provide to Purchaser the requisite back-up data for each of the charges on the invoice in question including employment, payroll, accounting and other records supporting such charges. Upon request, Delphi shall make available such back-up information to Purchaser who may audit any such information to confirm the amount of any disputed invoice. In the event that the Parties agree that the invoiced amounts are not correct, the Parties agree to adjust any previously submitted invoice to properly reflect the correct charges and the Party owing the other Party funds for such adjustment shall promptly pay or refund such amounts.

Purchaser will be responsible for all other liabilities resulting from Purchaser's supervision, management and control of the Leased Hourly Employees during the Lease Period or arising out of or in connection with Purchaser's subsequent employment of Leased Hourly Employees.

(4) Purchaser will operate the Business during the Lease Period such that the facility, equipment, processes, and procedures associated with the Leased Hourly Employees will continue to comply with all applicable government safety standards, rules, and regulations that were complied with immediately prior to Closing. This includes standards imposed under the collective bargaining agreements as applicable. In the event Delphi is notified of concerns regarding Purchaser's compliance with these standards, Delphi will promptly so advise Purchaser; Delphi may then review and audit Purchaser's compliance with such standards, rules and regulations to the same extent that such standards, rules and regulations were complied with immediately before Closing.

(5) If a workers' compensation claim is filed by a Leased Hourly Employee relating to an incident occurring during the Lease Period, Delphi will administer the claim and retain liability, if any. The Parties will provide reasonable notice to the other of the pendency of any such claim.

(6) If an intentional tort claim is filed by a Leased Hourly Employee relating to Purchaser's supervision, management or control of such Leased Hourly Employee, Purchaser will defend the claim and, except to the extent that the Leased Hourly Employee is entitled to Workers' Compensation benefits, Purchaser will hold Delphi harmless; provided, however, that this provision will not apply to the extent such claims arise as a result of any act or omission by Delphi or Delphi's employees (other than Leased Hourly Employees). The Parties will provide reasonable notice to the other of the pendency of any such claim.

(7) Delphi will not be required to replace any Leased Hourly Employee who permanently ceases to provide services to Delphi for any reason.

(8) Purchaser will defend, indemnify, and hold harmless Delphi, its past and present employees, agents, representatives, shareholders, directors, officers,

affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs) relating to claims of any Leased Hourly Employee relating to the act or omission of Purchaser with respect to Purchaser's supervision, management or control of such Leased Hourly Employee and the acts or omission of the Leased Hourly Employee as such acts or omissions relate to or arise in connection with Purchaser's supervision, management or control of the Leased Hourly Employee or operation of the Business after Closing.

(9) Delphi will defend, indemnify, and hold harmless Purchaser, its past and present employees, agents, representatives, shareholders, directors, officers, affiliates and assigns and successors, from and against all claims, actions, damages, liabilities, causes of action, losses, costs and expenses (including attorney's fees and defense costs) relating to claims of any Leased Hourly Employee relating to the act or omission of Delphi; provided however that this obligation will not alter or in any way limit Purchaser's obligation to reimburse Delphi in accordance with this Section 4.2N.

11. Warranties of Delphi. Section 8.1.C is amended in its entirety to read as follows:

"Delphi warrants that, as of the date of delivery of the Acquired Assets, Delphi will have good and marketable title to the Acquired Assets and the Acquired Assets will be sold, assigned, transferred or delivered, as the case may be, free and clear of any Lien, as permitted under Section 363(f) of the Bankruptcy Code, except for liens asserted by the Pension Benefit Guaranty Corporation (the "PBGC") against the Canadian Assets, which to Delphi's Knowledge, are not perfected (provided that any such lien against the Canadian Assets will be subject to the terms of Section 11.5.A of the APA)."

12. Closing Date. The reference to January 2, 2007 (sic.) in Section 10.1 is amended to read January 2, 2008.

13. Indemnification. The following is added as subpart (iii) to Section 11.5.A and existing subpart (iii) is renumbered as subpart (iv):

"(iii) any Claims asserted against Purchaser or the Acquired Assets (including any of the Canadian Assets) as a result of or in respect of the liens asserted against the Canadian Assets by the PBGC;"

14. Bankruptcy Actions.

A. The reference to the Canadian Agreement in Section 12.2.A is deleted.

B. The reference to October 16, 2007 in Section 12.2.C (the Bid Deadline) is amended to read November 27, 2007.

C. The reference to October 23, 2007 in Section 12.2.H (the Auction date) is amended to read December 6, 2007.

D. The first sentence of Section 12.2.J is replaced with the following:
“If (x) Delphi does not receive at least one (1) Qualified Bid in addition to this Agreement, the Sale Hearing will be held before the Honorable Judge Robert Drain on November 29, 2007 at 10:00 A.M. (prevailing Eastern Time) at the United States Bankruptcy Court for the Southern District of New York, located in New York, New York (the “Bankruptcy Court”), and (y) Delphi receives at least one (1) Qualified Bid in addition to this Agreement, the Sale Hearing will be held before the Honorable Judge Robert Drain on December 20, 2007 at 10:00 A.M. (prevailing Eastern Time) at the Bankruptcy Court; but the foregoing Sale Hearings may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the applicable Sale Hearing. Likewise, if Delphi receives at least one (1) Qualified Bid in addition to this Agreement, the objection deadline regarding the approval of the Successful Bidder will be December 13, 2007.”

E. The references to December 15, 2007 in Section 13.2.C (deadline for entry of Sale Approval Order) are amended to read December 30, 2007.

15. General Terms.

A. Except as amended hereby, all terms and conditions of the APA remain in full force and effect.

B. More than one counterpart of this Amendment may be executed by the Parties, and each fully executed counterpart will be deemed an original.

**TRW INTEGRATED CHASSIS SYSTEMS
LLC**

By: _____

Print Name: _____

Its: _____

DELPHI AUTOMOTIVE SYSTEMS LLC

By:_____

Print Name: _____

Its:_____

DELPHI TECHNOLOGIES, INC.

By:_____

Print Name: _____

Its:_____

EXHIBIT E

ASSET PURCHASE AGREEMENT

AMONG

TRW INTEGRATED CHASSIS SYSTEMS LLC,

DELPHI AUTOMOTIVE SYSTEMS LLC,

AND

DELPHI TECHNOLOGIES, INC.

DATED: SEPTEMBER 17, 2007

ASSET PURCHASE AGREEMENT

TRW Integrated Chassis Systems LLC, a Delaware limited liability company ("Purchaser") and Delphi Automotive Systems LLC, a Delaware limited liability company ("Delphi") and Delphi Technologies, Inc., a Delaware corporation ("DTI") enter into this Asset Purchase Agreement on September 17, 2007.

RECITALS:

A. On October 8, 2005 (the "Petition Date"), Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions for relief (the "Bankruptcy Cases") under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

B. Delphi, along with certain affiliated companies, continues to operate as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

C. The Sellers desire to sell to Purchaser all of their respective right, title and interest in and to the Acquired Assets (as defined below), and Purchaser desires to make such purchases subject to the terms and conditions set forth in this Agreement and as authorized under Sections 105 and 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree:

DEFINITIONS

The following terms, as used in this Agreement, have the following meanings whether used in the singular or plural (other terms are defined in Sections or Schedules to which they pertain):

"Acquired Assets" means all of Seller's right, title and interest in and to the following:

- A. Manufacturing Equipment;
- B. Test and Development Equipment;
- C. Inventory;
- D. Assigned Permits; and
- E. Other Personal Property.

"Affiliate" means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of at least fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar function. For certainty, Delphi Canada is an Affiliate of Delphi and DTI.

"Agreement" means this Asset Purchase Agreement, including all Schedules and Exhibits.

"Ancillary Agreements" means the Lease Agreement, the Transition Services Agreement and the Contract Manufacturing Agreement.

"Assumed Liabilities" has the meaning given in Section 1.8.

"Assigned Permits" means Seller's QSO/ISO certifications for the Leased Premises to the extent such permits and certifications are assignable by Seller.

"Bankruptcy Rules" means the U.S. Federal Rules of Bankruptcy Procedure.

"Bidding Procedures" has the meaning given in Section 12.2.

"Bidding Procedures Order" means the order of the Bankruptcy Court approving the Bidding Procedures.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in Detroit, Michigan are authorized or obligated by law or executive order to close.

"Canadian Agreement" means that certain Asset Purchase Agreement of approximate even date between Delphi Canada and Purchaser.

"Canadian Assets" means the manufacturing equipment and other related assets used by Delphi Canada to manufacture certain Products to be sold by Delphi Canada to Purchaser pursuant to the Canadian Agreement.

"Claim" or **"Claims"** means "claim" as defined in Section 101(5)(a) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 10.1.

"Closing Date" means the date of Closing.

"Collective Bargaining Agreements" has the meaning given in Section 4.2.C.

"Computer Assets" means all of the following that are in use at the Leased Premises but excluding any such assets that are leased by Delphi: computers, servers, printers, scanners, network equipment, uninterrupted power supplies, and related computing environment infrastructure.

"Contract Manufacturing Agreement" has the meaning set forth in Section 5.4.

"Contract Manufacturing Equipment" means all of the machinery and equipment described on Schedule C-1 and Schedule C-2. The Contract Manufacturing Equipment described on Schedule C-1 is part of the Acquired Assets being purchased by Purchaser and is sometimes referred to as the "TRW Contract Manufacturing Equipment." The Contract Manufacturing Equipment described on Schedule C-2 is not part of the Acquired Assets and is sometimes referred to as the "Delphi Contract Manufacturing Equipment."

"Customers" mean GM, AZ Automotive Corp., Modatek Systems, Chassis Corporation, Metalsa S. de RL, Triad Services Group, Inc. and PBR Columbia LLC, and the term **"Customer"** means any one of the Customers.

"Delphi Canada" means Delphi Canada, Inc., a corporation organized under the laws of the Province of Ontario, Canada.

"Deposit Escrow Agent" means J.P. Morgan Trust Company, National Association.

"Deposit Escrow Agreement" means the Deposit Escrow Agreement entered into among Seller, Purchaser and the Deposit Escrow Agent as of the date of this Agreement in the form attached hereto as Exhibit 1.

"Excluded Assets" means assets not included in the Acquired Assets, including as set forth in Section 1.5.

"Governmental Entity" means any United States federal, state or local, tribunal, legislative, executive, governmental, quasi-governmental or regulatory authority, self-regulatory authority, agency, department, commission, instrumentality or body having governmental authority with respect to the transactions contemplated hereby, under applicable law.

"GM" means General Motors Corporation and its subsidiaries and Affiliates.

"Inventory" means all of Delphi's (a) raw materials and purchased component parts related to the Products manufactured at the Leased Premises which are in Delphi's possession or control as of the Closing Date, (b) rotors which are in the possession or control of March Coatings, Inc. as of the Closing Date, and (c) any work in process inventory that the parties agree in writing to include in the definition of "Inventory" (for example, work in process manufactured by Delphi pursuant to Section 5.3 below). For certainty, Inventory does not include Supplies or Spare Parts and Crib Items.

"Inventory Value" means Delphi's cost for "useable" and "merchantable" Inventory existing as of the Closing Date. For purposes of determining the Inventory Value: (a) "useable" means not obsolete and reasonably usable by Purchaser in manufacturing Products in quantities not to exceed the applicable Customers' outstanding unsatisfied releases as of the Closing Date, and (b) "merchantable" means merchantable as that term is defined in U.C.C. § 2-314, in conformance with applicable customer purchase order or supply contract specifications, reasonably applied, and not rusted, damaged or deteriorated such that it cannot reasonably be used in the ordinary course of business without processing or preparation not normally done in the ordinary course of business. To determine the Inventory Value, a physical inventory will be jointly completed by Delphi and Purchaser as of the Closing Date and in respect of Inventory at March Coatings, Inc. as of the Closing Date, Inventory Value will be adjusted as appropriate to take into account any payments that have been made or need to be made to March Coatings, Inc. for any processing done to such Inventory.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"Internally Supplied Parts" has the meaning set forth in Section 5.1.

"Knowledge" with respect to any Seller means the actual, conscious knowledge of the individuals listed on Schedule 8.1. **"Knowledge"** with respect to Purchaser means the actual, conscious knowledge of the individuals listed on Schedule 8.2.

"Licensed Applications" means application Software listed on Schedule S which is currently used at the Leased Premises by Delphi and/or EDS in the daily operations of the business conducted therein. For certainty, as part of the sale contemplated hereby, Purchaser will have a non-exclusive, paid-up license and right to use the Licensed but in all events the

licenses of the Licensed Applications are subject to the specific terms and conditions set forth in the agreements pursuant to which such Licensed Applications have been licensed to Delphi and Purchaser will be responsible for all license and maintenance fees coming due after the Closing Date.

"Laws" means laws, ordinances, codes, standards, administrative rulings or regulations of any applicable federal, state, local or foreign governmental authority.

"Lease Agreement" has the meaning set forth in Section 6.1.

"Leased Premises" means that portion of Delphi's facility located at 2328 East Genesee Avenue, Saginaw, Michigan that is to be leased to Purchaser pursuant to the terms of the Lease Agreement.

"Liabilities" means any liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including without limitation Claims for employment and other employment related relief and/or obligation of any type (including all Claims by, against or on behalf of and/or in connection with all former or existing employees and others providing services to Seller in respect of actions occurring or alleged to have occurred on or before the Closing Date), intellectual property, product performance and all other product liability matters.

"Licensed Intellectual Property" means intellectual property that as of the date of this Agreement (a) is owned by Seller or any Seller Affiliates, or that Seller or any Seller Affiliates otherwise have the right to sublicense, and (b) relates to Products and/or is necessary or desirable for the design, manufacture, assembly, testing and tuning of Products.

"Lien" means any lien (including tax liens and any statutory or common law liens, possessory or otherwise), charge, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction) and any monetary amounts which are secured by any Lien.

"Manufacturing Equipment" means the machinery and equipment described on Schedule M, attachments and accessories to such items, together with the Tooling and Tooling Claims (but only to the extent such Tooling Claims are assignable under otherwise applicable law).

"Material Adverse Effect" means any change or event that has a material adverse effect on (a) the Acquired Assets taken as a whole, or (b) the Leased Premises, except any change or event resulting from, relating to or arising out of: (i) any act or omission of Seller taken with the prior written consent of the Purchaser; (ii) any action taken by Seller or Purchaser or any of their respective representatives required by the terms of this Agreement; (iii) general business or economic conditions; (iv) conditions affecting the industry and markets in which Purchaser and Seller generally operate; (iv) increases in energy, electricity, natural gas, raw materials or other operating costs; (v) changes resulting from any action required by the Bankruptcy Court; (vi) national or international political or social conditions, including the engagement by the United States in hostilities whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon such country, or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of any such countries; (vii) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security

or any market index); (viii) changes in generally accepted accounting principles in the United States; (ix) changes in any Law; (x) any existing event, occurrence or circumstance listed in any Schedule provided under Article 8 of this Agreement as of the date hereof; or (xi) any adverse change in or effect on the Acquired Assets or the Leased Premises that is cured, in its entirety, by Seller, before the earlier of (1) the Closing Date, and (2) the date on which this Agreement is terminated pursuant to Section 13.

"Nondisclosure Agreement" means the nondisclosure and confidentiality letter agreement dated August 10, 2006 executed by Purchaser and Delphi.

"Ordinary Course of Business" means, with respect to (a) the use and operation of the Acquired Assets, consistent with custom and practice of Seller prior to the Petition Date or to the extent consistent with orders issued in the Bankruptcy Cases, and (b) with respect to determining Inventory Value, in the ordinary course of business by non-bankrupt manufacturers and suppliers of goods similar to the Products. For purposes of this Agreement, reduction of inventory levels at the Other Product Facilities in conjunction with the removal of the Acquired Assets and the Contract Manufacturing Equipment from such Other Product Facilities shall be deemed to be in the Ordinary Course of Business.

"Organizational Documents" means: (a) the articles of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles or certificate of organization and the operating agreement or other document intended to govern the structure and/or internal affairs of a limited liability company; (e) any charter, agreement, indenture, or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (f) any amendment to the foregoing.

"Other Personal Property" means all of the following owned by Seller which are used or associated with the manufacture or shipment of the Products or the use or operation of the Leased Premises or the other Acquired Assets: the Software; Spare Parts and Crib Items; disposable and non-disposable dunnage (including in-plant racking and containers and all shipping containers and dunnage at the Leased Premises, in the possession of customers or outside processors or located at the Other Product Facilities, to the extent such items are used primarily in the manufacture, processing or shipment of the Products); Supplies located at the Leased Premises; Computer Assets; any warranties given by the manufacturers or suppliers of any Acquired Assets (but only to the extent such warranties are assignable under otherwise applicable law without assumption under Section 365 of the Bankruptcy Code); the assets described on Schedule O; and office furniture and office equipment located at the Leased Premises, in each case, to the extent that they exist on the Closing Date. For certainty, Other Personal Property does not include any Excluded Assets or any assets that are within the description of any other assets included in categories "A" through "E" of the definition of Acquired Assets.

"Other Product Facilities" means Seller's facilities located in Spring Hill, Tennessee and Saltillo, Mexico where the Non-Saginaw Assets (as defined in Section 1.3.A below) are currently located.

"Past Model Service Parts" means the Products identified on Schedule P-2 (as such Schedule P-2 may be modified from time to time in writing based on the mutual agreement of Purchaser and Seller).

"Party" or **"Parties"** means Purchaser, and Seller.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization.

"Pre-Closing Agreement Payments" means all payments made by TRW Automotive Inc. to Delphi under that certain Pre-Closing Agreement dated February 15, 2007, as amended.

"Products" means the products identified on Schedule P-1 and Schedule P-2 (as such Schedule P-2 may be modified from time-to-time in writing based on the mutual agreement of Purchaser and Seller).

"Purchase Price" has the meaning given in Section 3.1.

"Purchaser" means TRW Integrated Chassis Systems LLC, a Delaware limited liability company.

"Retained Liabilities" means Seller's Liabilities other than the Assumed Liabilities.

"Saginaw Supplied Parts" has the meaning set forth in Section 5.5.

"Sale" means the sale, transfer and assignment of the Acquired Assets from Seller to Purchaser in accordance with this Agreement.

"Sale Approval Order" means an order or orders of the Bankruptcy Court approving the Sale issued pursuant to Sections 363 of the Bankruptcy Code in form and substance reasonably satisfactory to Purchaser, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets, and the lease of the Leased Premises all in accordance with the terms and conditions of this Agreement and the Ancillary Agreements.

"Sale Motion" means the motion filed by Delphi and DTI with the Bankruptcy Court for approval of the Sale Approval Order.

"Saltillo Expense Reimbursement Amount" means an amount equal to Delphi's documented out of pocket costs and expenses incurred in relocating Manufacturing Equipment and related Tooling from Saltillo, Mexico and installing and requalifying such Manufacturing Equipment and Tooling at the Leased Premises pursuant to a budget previously approved in writing by Purchaser. Unless otherwise agreed in writing by Purchaser, the maximum Saltillo Reimbursement Amount is \$400,000.

"Seller" means Delphi and/or DTI, as the context requires, to the extent of their actual interests in the subject matter of the sentence or clause in which the term is used.

"Software" means the software (and licenses to use Licensed Applications) described on Schedule S.

"Spare Parts and Crib Items" means (a) all spare parts for Manufacturing Equipment and perishable Tooling used in the manufacture of the Products (including spare perishable Tooling), in each case existing on the Closing Date as to items to be delivered to Purchaser on the Closing Date, or in the case of Manufacturing Equipment delivered after the Closing Date, such items existing on the date(s) such other Manufacturing Equipment is delivered to Purchaser, and (b) spare parts for the Leased Premises infrastructure equipment, personal protection equipment (including gloves, safety glasses, safety vests and hearing protection), and all other spare or maintenance items used in the manufacture of the Products, in shipping

and receiving, or in the operation of the Leased Premises in each case to the extent on hand at the Leased Premises on the Closing Date.

"Supplier Contracts" mean all written Seller purchase orders and supply agreements for goods or services necessary for the manufacture of the Products or operation of the Leased Premises and product warranty or service agreements related to such purchase orders and supply agreements outstanding on the Closing Date.

"Supplies" means all maintenance, shop and manufacturing supplies, cleaning supplies, lubricants, packaging and shipping materials, labels, and other supplies used in the manufacture or shipping and receiving the Products or Inventory or in the operation of the Leased Premises in each case to the extent on hand at the Leased Premises on the Closing Date.

"Tax(es)" means any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer taxes, use, gross receipts, goods and services value added, employment, excise, ad valorem, property, withholding, payroll, social contribution, customs duty, minimum or windfall profit taxes or transfer fees), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

"Test and Development Equipment" means the test/laboratory equipment and the manufacturing development equipment described on Schedule T.

"Third Party Assets" has the meaning set forth in Section 1.5.

"Tooling" means all tooling, gauges, dies, fixtures, test and assembly fixtures, patterns, casting patterns, cavities, molds, prototype tooling, engineering product testing tooling and fixtures and similar items (a) utilized exclusively in connection with the Manufacturing Equipment or the manufacture or processing of Products, where ever located; (b) all such items for Past Model Service Parts; and (c) such items owned by Seller and used by suppliers or outside processors exclusively for the manufacture of sub-components for the Products, where ever located.

"Tooling Claims" means all claims, rights, and causes of action, if any, Seller has or may have against any vendors who are in possession of Seller-owned or GM-owned Tooling related to such vendors' failure to properly and timely maintain, repair or refurbish such Tooling.

"Transition Services Agreement" has the meaning set forth in Section 7.

"UAW" means the International Union, United Automotive, Aerospace and Agricultural Workers of America and its Local Union Number 467.

1. CONVEYANCE OF THE ACQUIRED ASSETS.

1.1 Acquired Assets Transaction.

Upon the terms and subject to the conditions set forth in this Agreement at Closing (unless otherwise expressly provided in this Agreement or the Ancillary Agreements) Seller will sell, transfer, assign, convey and deliver to the Purchaser, and Purchaser will purchase, accept and acquire from the Seller, the Acquired Assets, free and clear of all Liens.

1.2 Acquired Assets in Possession of Third Parties.

Subject to Section 1.3 and Section 1.5 below, Purchaser will take ownership of all Acquired Assets wherever the same are located.

1.3 Purchaser's Removal of Certain Acquired Assets Not Located at or About the Leased Premises.

A. Purchaser will remove at its cost and expense any Acquired Assets located at the Other Product Facilities (the "Non-Saginaw Assets") with such removal to be according to the schedule set forth on Schedule 1.3.A or on such dates and at such times as are otherwise mutually agreeable to the Parties but in any event to be completed by May 31, 2008. Seller shall have the right to monitor all removal activities related to the Non-Saginaw Assets. Until the Non-Saginaw Assets are removed by Purchaser, title to and risk of loss in respect to such Acquired Assets will remain in Seller. In connection with Purchaser's removal of the Non-Saginaw Assets, Purchaser shall not unreasonably interfere with any ongoing production by Delphi.

B. To the extent any agreements between Seller and any unions representing workers at the Other Product Facilities require that the dismantling and removal of the Non-Saginaw Assets be completed by union employees, Purchaser shall use such employees to remove the Non-Saginaw Assets or, subject to the consent of the applicable union, reimburse Seller for any amounts Seller must pay the employees in lieu of using them to dismantle and remove such Non-Saginaw Assets.

C. Purchaser will use due care in the removal of the Non-Saginaw Assets so as to not damage Seller's premises. Purchaser will be responsible for and reimburse Seller for any damage to Seller's premises as a result of Purchaser's removal activities, but will not be required to reimburse Seller for any costs and expenses of the Decommissioning Activities or costs and expenses incurred to restore the premises (e.g. filling press pits, sealing off ducts, rewiring etc.) to the extent such restoration would be required upon removal of the Non-Saginaw Assets by any party. For purposes of this Agreement, "Decommissioning Activities" shall have the meaning ascribed to it in Attachment 2, Schedule 1 of the Lease.

D. Upon mutual agreement of the Parties, (i) certain Non-Saginaw Assets, including Tooling, may be removed from the Other Product Facilities by Seller prior to Closing, and (ii) certain capital expenditures may be made by Seller to increase capacity at the Leased Premises or otherwise facilitate transition of production of the Products from the Other Product Facilities to the Leased Premises prior to Closing. In each such case, Purchaser will reimburse Seller for all reasonable costs associated with (i) the removal of the Non-Saginaw Assets from the Other Product Facilities and installation of such Non-Saginaw Assets at the Leased Premises, and (ii) the capital expenditures made by Seller to increase capacity at the Leased Premises or otherwise facilitate transition of production of the Products to the Leased Premises. For certainty, Purchaser will have no obligation to reimburse Seller under this Subsection 1.3.D. for any expenditures or expenses unless agreed to by Purchaser in writing in advance.

1.4 TRW Contract Manufacturing Assets and Certain Other Acquired Assets.

Purchaser will use due care in the removal of the TRW Contract Manufacturing Assets and other Acquired Assets located in Buildings 2 and 4 of the Leased Premises so as to not damage the premises. Purchaser will be responsible for any damage to the Leased Premises as a result of Purchaser's removal activities, but will not be required to reimburse Seller for any

costs and expenses of Decommissioning Activities or costs and expenses incurred to restore the premises to the extent such restoration would be required upon removal of the TRW Contract Manufacturing by any party (e.g. filling press pits, sealing off ducts, rewiring etc.). Seller shall have the right to monitor all removal activities.

1.5 **Certain Excluded Assets.**

Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreements, the following properties and assets of Seller will not be included in the Acquired Assets:

A. Any Tooling, dunnage or containers owned by a Customer or any third party, and the other items owned by any third party, including those items set forth on Schedule 1.5.A ("Third Party Assets"); provided, that to the extent any Tooling, dunnage or containers are owned by a customer, Purchaser shall, subject to the rights of the owner thereof, have any right to use such items in the manufacture and shipping of Products that Seller has as of the Closing Date.

B. The assets listed on Schedule 1.5.B.

C. All Supplier Contracts.

D. The Delphi Contract Manufacturing Equipment.

E. Information and materials protected by the attorney-client privilege or that Seller considers to be proprietary information.

F. All work histories, personnel and medical records of employees of Delphi who are not being hired by Buyer.

1.6 **Post-Closing Asset Deliveries.**

Subject to Section 1.3 above, should Seller or Purchaser, in its reasonable discretion, determine after the Closing that any Acquired Assets (including books, records or other materials) are still in the possession of Seller, Seller will promptly deliver them to Purchaser at no cost to Purchaser. Should Seller or Purchaser, in its reasonable discretion, determine after the Closing that books, records or other materials not included in the Acquired Assets or otherwise constituting Excluded Assets were delivered to Purchaser, Purchaser will promptly return them to Seller at no cost to Seller.

1.7 **Certain Supplier Contracts.**

As soon as possible, but in all events at least 10 business days prior to the Closing Date, Purchaser will provide Seller with written notice identifying any suppliers of goods or services necessary for the manufacture of the Products or operation of the Leased Premises who currently supply or process raw materials or sub-components to Seller or who provide services to Seller, in each case, pursuant to a Supplier Contract and who refuse to do business with Purchaser on terms reasonably acceptable to Purchaser ("Dissident Vendors"). At Purchaser's option and subject to any express prohibitions in the Supplier Contracts, Seller will make available to Purchaser the goods or services provided by the Dissident Vendors under the relevant Supplier Contracts in accordance with the terms of the Transition Services Agreement (as defined in Section 7.1).

1.8 No Assumption of Retained Liabilities by Purchaser.

Purchaser will not assume or have any responsibility for the Retained Liabilities. Purchaser will assume and have responsibility for the Assumed Liabilities. For purposes of this Agreement, the term "Assumed Liabilities" means (a) liabilities specifically created or assumed by Purchaser under this Agreement, the Ancillary Agreements or the Sale Approval Order, (b) certain obligations and liabilities arising under the Collective Bargaining Agreements as provided in Section 4.2, and (c) obligations arising post-Closing under the Assigned Delphi Contracts (as defined in Section 5.2).

1.9 Past Model Service Parts.

Purchaser will have the option, exercisable in writing on or before January 10, 2008 (or such later date as may be agreed to in writing by Purchaser and Delphi), to purchase any Past Model Service Parts that Delphi has not previously sold or liquidated (or entered into a binding agreement to sell or liquidate). The Past Model Service Parts will be sold pursuant to the terms of a separate purchase order on terms acceptable to Delphi and Purchaser. The purchase price for the Past Model Service Parts will be Delphi's inventory cost or, if such information is not available, a price mutually acceptable to Purchaser and Delphi. The purchase price for any Past Model Service Parts that Purchaser elects to purchase will be paid within 30 days of the date Purchaser takes possession or control of such inventory.

2. DELIVERY OF CERTAIN DOCUMENTATION AND NO COMPETE AGREEMENT.

2.1 Delivery of Certain Documentation.

A. As soon as reasonably practicable following execution of this Agreement, but in any event within five (5) business days following execution of this Agreement, Seller will deliver to Purchaser, unless specifically provided below in whatever form currently exists, the following items listed on Schedule O (the "Process Documents"): all quality plans, process flow charts and process control plans (PPAP file), operator instructions, gauge tracking, routing sequences and calibration records. The foregoing Process Documents will include documents that are related to sub-components supplied to Delphi or Delphi Canada by third parties or supplied to Delphi or Delphi Canada by other Delphi plants or Affiliates, in each case only to the extent that (i) such sub-components are incorporated into the Products, and (ii) such sub-component documents are included in the PPAP files delivered to Purchaser pursuant to this Section 2.1.A. To the extent that agreements preclude the disclosure of documents or other information to Purchaser, Seller shall use commercially reasonable efforts to obtain consent for Seller to release the documents or to persuade the necessary third party to release the documents directly to Purchaser. Notwithstanding the foregoing, Seller is only obligated to deliver the Process Documents to the extent that such Process Documents exist at the Leased Premises or at the Other Product Facilities or at Delphi Canada's facility in Oshawa, Ontario, Canada or are otherwise in the possession or control of Seller or Delphi Canada. For purposes of this Section 2.1.A only, "deliver" shall mean that Seller has (i) collected the Process Documents that are located at the Leased Premises or at any other location other than the Other Product Facilities and made them available to Purchaser in the office of the quality manager for the Leased Premises or at the work station at which such Process Documents are utilized, as appropriate; and (ii) collected the Process Documents that are located at the Other Product Facilities and made them available to Purchaser in the office of the quality manager for the applicable Other

Product Facility or at the work station at which such Process Documents are utilized, as appropriate, provided, however, that Purchaser shall not remove any Process Documents from the Other Product Facilities until such time as the Non-Saginaw Assets to which such Process Documents apply are removed in accordance with this Agreement (but Purchaser shall have the right to make and remove copies of Process Documents located at the Other Product Facilities).

B. As soon as reasonably practicable following execution of this Agreement and receipt of written direction from GM, but in any event within five (5) business days following execution of this Agreement and receipt of written direction from GM, Seller will deliver to Purchaser the following information for all components of the Products (in no event to include any next generation Products), in electronic format (i.e., on a CD): (1) the latest released drawing for all components of the Products (the "Drawings") and (2) the engineered Bill of Material (BOM) for the Products (items 1-2 collectively referred to as "Pre-License Product Documents"). Prior to Seller's license to GM of the Licensed IP, Purchaser agrees that it will not use the Pre-License Product Documents for any purpose other than quoting potential suppliers of sub-components for the Products for sourcing contingent upon Purchaser acquiring the Acquired Assets. Furthermore, as soon as reasonably practicable following Seller's license to GM of the Licensed Intellectual Property and to the extent required, final approval of such license by the Bankruptcy Court and receipt of written direction from GM, but in any event within five (5) business days following such events, Seller will deliver to Purchaser, in electronic format (i.e., on a CD), the following items (the "Post-License Product Documents"): engineering specifications for the Products, open manufacturing or design change requests for the Products and all materials and sub-components used in the manufacture of the Products. Notwithstanding the foregoing, Seller is only obligated to deliver those Post-License Product Documents that (i) GM directs Seller in writing to deliver to TRW, and (ii) those Post-License Product Documents that exist and are in Seller's or Delphi Canada's possession or control. For purposes of this Section 2.1.B only, "deliver" shall mean that Seller has (i) collected the Product Documents and made them available to Purchaser in the office of the quality manager for the Leased Premises.

C. Any and all Process Documents and Product Documents provided by Seller or Seller's representatives to Purchaser pursuant to this Section 2.1 shall be subject to the terms of the Non-Disclosure Agreement as modified at Closing pursuant to Section 2.3 of this Agreement. Furthermore, other than to the extent that such rights are transferred by Seller to Purchaser at Closing pursuant to the terms of this Agreement or licensed by GM to TRW, the delivery of the Process Documents and/or the Product Documents pursuant to this Section 2.1 shall not be construed as granting or conferring any license or other right to Purchaser under any patent or similar intellectual property right of Seller.

2.2 **No Compete Agreement.**

A. For a period of five (5) years from the Closing Date, except with the written consent of Purchaser, Seller will not and will cause its Affiliates not to, either on its or their own account or in conjunction with or on behalf of any person, firm or company design, manufacture or assemble (including quoting or offering to design, manufacture or sell) any brake corner modules, rear suspension modules, knuckles, or rotors in the United States or Canada for the customer programs set forth on Schedules P-1 and P-2 and their respective next-generation programs ("Competitive Activity"). For certainty the foregoing:

(i) will not: (v) prohibit Seller or its Affiliates from continuing to sell to Customers components for past model service parts; or (w) prohibit Seller or its Affiliates from selling Contract Manufacturing Parts to third parties, which are manufactured by Purchaser during the term of the Contract Manufacturing Agreement, or service parts related thereto during or after the term of the Contract Manufacturing Agreement; or (x) prohibit Seller or any of its Affiliates from licensing any IP related to the Products to GM; or (y) apply to Delphi's Affiliates Korea Delphi Automotive Company ("KDAC") or PBR Knoxville LLC; or (z) prohibit Seller or its Affiliates from selling finished goods or work in process inventory existing as of the Closing Date or other inventory in connection with winding down in an orderly fashion operations at the Other Product Facilities, Delphi's facility located at Needmore Road in Dayton, Ohio, or any related supplier locations as reasonably determined by Seller.

(ii) will not prohibit in any way: (v) the acquisition of a controlling interest or merger with any person, or any division or business unit thereof, which is not primarily engaged in a Competitive Activity, acquired by or merged, directly or indirectly, into Seller or any of its Affiliates after the Closing Date, (w) the acquisition by Seller or any of its Affiliates, directly or indirectly, of a non-controlling ownership interest in any person, or any division or business unit thereof, or any other entity engaged in a Competitive Activity, if the Competitive Activity accounts for fifteen percent (15%) or less of the sales or fifteen percent (15%) or less of the value of the acquired business at the date of such acquisition (whichever is greater) and the Competitive Activity is not anticipated to become greater than twenty percent (20%) of such acquired business's sales or value; (x) the acquisition by Seller or any of its Affiliates, directly or indirectly, of less than five percent (5%) of the publicly traded stock of any person engaged in a Competitive Activity; (y) excluding such activities in connection with the Products or next-generation programs related thereto, the provision of consulting services to, the license of any technology that Seller or any of its Affiliates owns or has license to use, or the financing (on its own behalf or on behalf of any other Person) of any person for the purpose of designing or manufacturing on behalf of Seller or any of its Affiliates or selling to Seller or any of its Affiliate components and parts for automotive applications; and (z) consistent with Seller's troubled supplier practices, any direct or indirect activities of Seller or any of its Affiliates to advise, operate, manage or finance a troubled supplier of Seller or any of its Affiliates.

(iii) excluding any license to GM, will prohibit Seller and its Affiliates from licensing the Licensed Intellectual Property for use in any Competitive Activity.

B. While the restrictions contained in this Section 2.2 are considered by the Parties to be reasonable in all the circumstances, it is recognized that restrictions of the nature in question may fail for technical reasons and, accordingly, it is hereby agreed and declared that if any of such restrictions will be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of Purchaser but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope the said restriction will apply with such modifications as may be necessary to make it valid and effective.

2.3 Nondisclosure Agreement.

Effective as of the Closing, Purchaser will be deemed to be released of its obligations arising under the Nondisclosure Agreement; provided however, from and after the Closing: (i) paragraph 8 of the Nondisclosure Agreement shall remain in full force and effect with respect to any persons not transferred to or hired by Purchaser pursuant to the terms of this Agreement; and (ii) the foregoing release shall only apply to Product Documents and Licensed Intellectual Property to the extent that Purchaser's use of such Product Documents and Licensed Intellectual Property is within the scope of any sublicense from GM to Purchaser.

3. PURCHASE PRICE.

3.1 **Purchase Price for Acquired Assets.** Subject to the terms and conditions of this Agreement, the aggregate purchase price for the Acquired Assets will be the following amount (the "Purchase Price"): (i) Twenty-Six Million Three Hundred Sixty Thousand Seven Hundred Sixty Dollars (\$26,360,760); plus (ii) the Inventory Value as of the Closing Date; plus (iii) the Saltillo Expense Reimbursement Amount.

3.2 Payment of Purchase Price.

A. The Pre-Closing Agreement Payments will be credited against the Purchase Price on the Closing Date.

B. The following portion of the Purchase Price will be paid by Purchaser to Seller on the Closing Date in cash by wire transfer to an account designated in writing by Seller: (v) Twenty-Six Million Three Hundred Sixty Thousand Seven Hundred Sixty Dollars (\$26,360,760) plus (w) the Saltillo Expense Reimbursement Amount plus (x) 80% of the Parties' good faith estimate of the Inventory Value as of the Closing Date based on Schedule 3.2, which reflects Inventory Value as of the last day of June 2007 (the "Inventory Partial Payment") minus (y) the Deposit minus (z) the sum of all Pre-Closing Agreement Payments.

C. Within 30 days of the Closing Date, the Inventory Value will be jointly determined by Purchaser and Delphi and if the Inventory Value exceeds the amount of the Inventory Partial Payment, Purchaser will promptly pay Delphi the difference in cash by wire transfer to an account designated in writing by Delphi. Likewise, if the Inventory Value is less than the amount of the Inventory Partial Payment, Delphi will promptly pay Purchaser the difference in cash by wire transfer to an account designated in writing by Purchaser. If any dispute arises between Purchaser and Delphi related to Inventory Value, which dispute the Parties are unable to resolve within ten (10) days, each of Purchaser and Delphi shall select an independent accountant (whose fees and costs shall be paid by the respective Party who retained each accountant) and those independent accountants shall jointly determine the

Inventory Value. If the two independent accountants cannot agree on the Inventory Value, disputes will be subject to the dispute resolution procedures set forth in Section 14.18.

3.3 **Deposit Amount.**

A. Upon execution of this Agreement, Purchaser shall pay Two Million Dollars (\$2,000,000) in immediately available funds to the Deposit Escrow Agent pursuant to the terms of the Deposit Escrow Agreement (such amount, together with the interest accrued thereon prior to the Closing, the "Deposit") to be held by the Deposit Escrow Agent in an interest bearing account reasonably acceptable to Purchaser to serve as a Good Faith Deposit under this Agreement, and, subject to Article 12 hereof, to be released in accordance with the following procedures:

(i) Deposit Instructions. At Closing, Seller and Purchaser shall jointly instruct the Deposit Escrow Agent to deliver the Deposit, by wire transfer of immediately available funds, to an account designated by Seller in the Deposit Escrow Agreement (and such amount shall be applied towards the payment of the Purchase Price). The costs and expenses of the Deposit Escrow Agent will be paid from and borne solely by the Deposit;

(ii) Termination of Agreement. Upon any failure by Purchaser to consummate the transactions contemplated hereby pursuant to this Agreement if and as required by Article 10 hereof, the Deposit Escrow Agent shall deliver the Deposit, in accordance with the terms of the Deposit Escrow Agreement, by wire transfer of immediately available funds, to an account designated by Seller in the Deposit Escrow Agreement, to be retained by Seller. Any such payment shall constitute Seller's sole recourse in the event Purchaser notifies Seller, prior to the Auction date, of Purchaser's intent to terminate this Agreement. Upon any breach by Purchaser on or after the Auction date, Seller will be entitled to all available remedies in law or equity.

(iii) Other Reason. Upon termination of this Agreement for any other reason or upon the failure by Seller to consummate the transactions contemplated hereby pursuant to this Agreement if and as required by Section 10 (provided that Purchaser is not in breach of this Agreement, in which case Section 3.3.A(ii) shall apply), Seller and Purchaser shall jointly instruct the Deposit Escrow Agent to deliver the Deposit, by wire transfer of immediately available funds, to an account designated by Purchaser in the Deposit Escrow Agreement, to be retained by Purchaser.

3.4 **Purchase Price Allocation.**

A. The Purchase Price for the Acquired Assets (other than any amounts paid for Past Model Service Parts and including any adjustments) will be allocated by the Parties among the Acquired Assets according to Schedule 3.4 (the "Allocation").

B. Purchaser and Seller will each report the federal, state and local income Tax consequences of the Sale in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Internal Revenue Code (or any successor form or successor provision of any future Tax law) with their respective federal income Tax returns for the taxable year that includes the Closing Date, and none of the Parties will take any position inconsistent with the

Allocation unless required under applicable law. Seller will provide Purchaser and Purchaser will provide Seller with a copy of any information required to be furnished to the Secretary of Treasury under Internal Revenue Code Section 1060.

4. EMPLOYEE MATTERS.

4.1 Salaried Employees.

A. Prior to executing this Agreement, Purchaser has interviewed: 1) salaried employees regularly assigned to work at the Saginaw facility; and 2) salaried employees located in Troy, Dayton and Brighton who spend a majority of their time supporting the design, development, material purchasing, and product launch for the production or assembly of Products at Saginaw, Spring Hill or Oshawa for the purpose of determining to which salaried employees Purchaser wishes to offer employment.

B. With respect to the salaried employees interviewed, Delphi has provided Purchaser the following information:

- (i) Name
- (ii) Current job title, dates in position, and position description
- (iii) Prior two job titles and dates in positions
- (iv) Date of hire
- (v) Current salary and two-year salary history
- (vi) Bonus target and three-year bonus payout history
- (vii) Long term (cash and equity) incentive target(s) and three-year history
- (viii) Three most recent performance reviews
- (ix) Documented disciplinary and corrective actions

C. After completing the interviews referenced in Section 4.1.A, Purchaser will provide Delphi with two lists. One list will identify the salaried employees to whom Purchaser wishes to extend an offer of employment. This list may be attached to this Agreement as Schedule 4.1. The other list will identify salaried employees to whom Purchaser does not wish to extend an offer of employment (hereinafter referred to as the "Excluded Employees"). The lists will be provided to Delphi as soon as practical but no later than thirty (30) days from the date of this Agreement.

D. From the date of this Agreement through the Closing Date, except for "for-cause" terminations, Delphi will not terminate or redeploy any of the salaried employees identified on Schedule 4.1.

E. From the date of this Agreement through the Closing Date, Delphi will not make available alternative positions to, or otherwise seek to delay the commencement of employment with Purchaser by, any salaried employee identified on Schedule 4.1, except

employees to whom Delphi provided retention guarantees prior to their being assigned to the positions identified in Section 4.1.A above.

F. For a period of five years after the Closing Date, Delphi and its affiliates will not offer to employ or employ any employees hired by Purchaser under the provisions of this Section 4. For a period of five years after the Closing Date, Purchaser and its affiliates will not offer to employ or employ: 1) any of the salaried employees identified on Schedule 4.1 who receive severance benefits from Delphi in accordance with the Delphi Corporation Separation Allowance Plan for U.S. Employees as the result of Purchaser's failure to meet the "substantially comparable in the aggregate" standard described in Section 4.1.G; or 2) the Excluded Employees.

G. With respect to the salaried employees identified on Schedule 4.1, prior to Closing, Purchaser will provide Delphi with the terms of each individual offer of employment Purchaser wishes to extend. Within ten business days of Delphi receiving such terms of each offer, Delphi, in its sole discretion, will determine whether each offer provides wages and benefits that are substantially comparable in the aggregate to wages and benefits Delphi provides the salaried employee as of the offer date and advise Purchaser and the employee of its determination. In the event Delphi determines that the terms are not substantially similar in the aggregate, Purchaser may, in its sole discretion, cure any deficiency so as to meet this standard. However, if after consultation with Purchaser, Delphi, in its sole discretion, determines that Purchaser has still not met this standard, the affected employee will be so advised and given the option of: 1) receiving severance benefits from Delphi in accordance with the Delphi Corporation Separation Allowance Plan for U.S. Employees (and thus barred from employment by Purchaser for five years in accordance with Section 4.1.F); or 2) accepting Purchaser's offer of employment and waiving eligibility for any severance benefits from Delphi. In no event, however, will Purchaser bear any responsibility or liability relating to any severance benefits Delphi provides to: 1) any of the salaried employees identified on Schedule 4.1 who receive severance benefits from Delphi in accordance with the Delphi Corporation Separation Allowance Plan for U.S. Employees as the result of Purchaser's failure to meet the "substantially comparable in the aggregate" standard; or 2) the Excluded Employees.

H. Unless provided otherwise in this Agreement, Purchaser will be solely responsible for and will bear all Liabilities arising from acts or events relating to employment occurring on or after the Closing Date with respect to the salaried employees identified on Schedule 4.1 whom Purchaser hires. Unless provided otherwise in this Agreement, Delphi will be solely responsible for and will bear all liabilities arising from acts or events relating to employment occurring prior to the Closing Date with respect to the salaried employees identified on Schedule 4.1 whom Purchaser hires.

4.2 Hourly Employees.

A. No later than ten (10) days following the execution of this Agreement, Delphi will provide Purchaser with a list of the hourly employees regularly assigned to work at the Leased Premises. The list will identify the hourly employees on active and inactive status as of the day the list is issued. For all inactive hourly employees, Delphi will identify each employee's specific inactive status and, if other than due to a layoff, the expected return to work date, if any. For all hourly employees on layoff, Delphi will place the employees in seniority order and identify their seniority date as defined under the collective bargaining agreements identified in Section 4.2(C). Such list will be attached

to this Agreement as Schedule 4.2 and updated as of the business day immediately preceding the Closing.

B. Effective at Closing, Purchaser will commence employment of all of the active hourly employees identified on Schedule 4.2.

(i) Inactive hourly employees identified on Schedule 4.2 due to disability, family medical leave, or other approved leave of absence will remain Delphi's responsibility until any such hourly employee is ready to return to active employment in accordance with Delphi's leave policies and applicable collective bargaining agreement provisions. As soon as possible, but no later than three business days after Delphi's receipt of notice of such employee's expected return to work date, Delphi will notify Purchaser of the expected return to work date.

(ii) In the event that an hourly employee identified on Schedule 4.2 is seeking to return to active employment from a medical-based leave, such individual's fitness for active employment must be approved by both Delphi and Purchaser provided such does not violate any applicable Purchaser or Delphi collective bargaining agreement. If Delphi and Purchaser do not agree as to such individual's fitness for active employment, the issue will be submitted to an independent medical evaluator, whose determination will be final and binding on the parties. The cost of such independent medical evaluation will be shared equally by the parties.

(iii) Hourly employees identified on Schedule 4.2 who are not actively at work as of the Closing due to layoff ("Laid Off Employees") will remain Delphi's responsibility until any such Laid Off Employee is transferred to Purchaser. Laid Off Employees will be placed on a recall list according to their seniority as defined by the collective bargaining agreements identified in Section 4.2(C). Laid Off Employees will be transferred to Purchaser from the recall list as Purchaser has need for additional bargaining unit personnel.

C. Unless Purchaser negotiates and executes Purchaser-UAW collective bargaining agreement(s) prior to Closing, Purchaser will assume all of the collective bargaining agreements to the extent applicable to the hourly employees identified on Schedule 4.2 at the Leased Premises ("Collective Bargaining Agreements"), including but not limited to:

(i) the UAW-Delphi Supplemental Agreement dated April 29, 2004 as amended (the "Supplemental Agreement");

(ii) the 2003-2007 UAW-Delphi National Agreement, including the supplemental agreements attached thereto, as amended and extended through September 14, 2011 (the "National Agreement");

(iii) the UAW-Delphi-GM Memorandum of Understanding – Delphi Restructuring dated June 22, 2007, including the Attachments thereto, and all agreements referenced therein (the "Restructuring Agreement");

(iv) the agreements contained in the booklet captioned "Local Agreements BETWEEN Delphi Energy & Chassis Systems Saginaw Operations AND Local 467, UAW, 2003", as amended; and

(v) any Memorandum of Understanding between Delphi, Purchaser and the UAW regarding the effects of the sale upon bargaining unit members ("the Effects MOU"). Delphi and Purchaser agree that, to the maximum extent possible, this Agreement will be interpreted in a manner consistent with the Effects MOU. However, if any provision of the Effects MOU is inconsistent with any provisions of this Agreement, the provisions of the Effects MOU will govern.

Delphi and Purchaser acknowledge that the Collective Bargaining Agreements assumed by Purchaser apply only to the bargaining unit members at the Leased Premises.

D. Purchaser will recognize the seniority of each of the hourly employees who transfers to Purchaser for all purposes in accordance with the Collective Bargaining Agreements.

E. If Purchaser is unable to negotiate and execute Purchaser-UAW collective bargaining agreement(s) prior to Closing and thereby assumes the Collective Bargaining Agreements referenced above, the following shall apply in respect of the employee benefit provisions of such agreements:

(i) Pension Plan. Effective as of the Closing and subject to the following, Purchaser will establish a defined benefit pension (cash balance) plan for the benefit of the hourly employees identified on Schedule 4.2, who commence employment with Purchaser (the "Hourly Employees"). Such cash balance pension plan will contain provisions that mirror the Individual Retirement Plan provisions of the Delphi Hourly-Rate Employees Pension Plan ("Delphi HRP") (and only such other provisions of the Delphi HRP necessary to implement the Purchaser cash balance plan) that were applicable to the Hourly Employees on the close of business on the day immediately preceding the Closing under the terms of the Collective Bargaining Agreements. In no event shall Purchaser be required to establish or otherwise provide benefits in connection with the Delphi HRP, other than the Individual Retirement Plan provisions, as provided under the National Agreement or otherwise, which benefits shall be considered Retained Liabilities of Seller for purposes of the indemnification provisions of Section 11.5 hereof. In establishing such cash balance pension plan, the following shall apply:

(a) Purchaser will recognize the pre-Closing credited service under the Delphi HRP, as in effect immediately prior to the Closing, of each of the Hourly Employees for eligibility and vesting purposes only but not benefit accrual purposes. Purchaser will recognize post-Closing credited service of each of the Hourly Employees for vesting, eligibility, and benefit accrual purposes subject to the terms of the Purchaser cash balance plan.

(c) Except as otherwise provided herein, Hourly Employees will continue to be eligible for pension benefits from Delphi in accordance with the terms of the Delphi HRP, including but not limited to any benefits accrued under the Individual Retirement Plan provisions of the Delphi HRP, based on their pre-Closing credited service with Delphi and, to the extent permitted under applicable law, their post-Closing credited service with Purchaser for eligibility and vesting purposes which benefits shall be

considered Retained Liabilities of Seller for purposes of the indemnification provisions of Section 11.5 hereof.

(e) For purposes hereof, any employee identified on Schedule 4.2 who is on leave or layoff and commences active employment with Purchaser after the Closing, shall not be eligible to participate in or receive any service credits under the cash balance plan established by Purchaser until such time as the employee becomes an active employee of Purchaser and any obligation for benefits shall remain with Delphi until such time.

(f) Notwithstanding anything to the contrary herein, any Hourly Employee who is considered a "Covered Employee" under the Term Sheet—Delphi Pension Freeze and Cessation of OPEB and GM Consensual Triggering of Benefit Guarantee (the "Term Sheet"), is not eligible to participate in the cash balance pension plan established by Purchaser for the period of time such employee is eligible to accrue credited service in the General Motors pension plan in accordance with the Term Sheet and only service and wages earned with Purchaser after such period of time shall be taken into account for benefit accrual purposes. In this regard, effective at Closing, Purchaser will assume any and all obligations to pay GM for this benefit avoidance in accordance with Section 2.02(d)(ii) of the Global Settlement Agreement Between GM and Delphi dated September 6, 2007 that, but for Purchaser's purchase of the Acquired Assets, would have been Delphi's obligations.

(ii) Active Health and Welfare Benefits. Effective as of the Closing and subject to the following, Purchaser will establish medical, dental, vision, disability, life insurance and health care spending account plans for the benefit of the Hourly Employees. Such plans will contain provisions that mirror the provisions of the Delphi medical, dental, vision, disability, life insurance and health care spending account plans that were applicable to the Hourly Employees on the close of business on the day immediately preceding the Closing under the terms of the Collective Bargaining Agreements. In establishing such plans, the following shall apply:

(a) All limitations as to pre-existing conditions, exclusions, service conditions and waiting periods shall be inapplicable to the Hourly Employees, except limitations or waiting periods that were in effect with respect to such employees as of the Closing under the Delphi medical, dental, vision, disability, life insurance and health care spending account plans.

(b) Notwithstanding the foregoing, if the Closing occurs on a day other than the last day of the calendar year, those Hourly Employees who become active employees of Purchaser after the Closing shall continue to participate in Delphi's medical, dental, vision, and health care spending account plan for a period of 90 days from the Closing (or such longer or shorter period of time as is mutually agreed to by the parties, but in no event after the date on which Purchaser has established such plans in accordance with this subsection) and Purchaser shall pay Delphi the COBRA premium rates associated with participation by the Hourly

Employees under such Delphi plans during this period. For purposes hereof, any employee identified on Schedule 4.2 who is on leave or layoff and commences active employment with Purchaser after the Closing, shall not be eligible to participate in Purchaser's medical, dental, vision, disability, life insurance and health care spending account plans until such time as the employee becomes an active employee of Purchaser and any obligation for benefits shall remain with Delphi until such time.

(c) To the extent permissible under the Collective Bargaining Agreement(s), Purchaser reserves the right to designate the carriers or administrators of the medical, dental, vision, disability, life insurance and health care spending account plans it establishes for the benefit of the Hourly Employees.

(d) Purchaser shall have no responsibility for any claims relating to any of Delphi's medical, dental, vision, disability, life insurance and health care spending account plans to the extent incurred prior to the Closing, regardless of whether such claims are filed or reported before, on or after the Closing. Such claims shall be dealt with under the terms of such Delphi medical, dental, vision, disability, life insurance and health care spending account plans.

(iii) Retiree Medical Benefits. Effective as of the Closing and subject to the following, Purchaser will establish a notional post-retirement health care account for the benefit of eligible Hourly Employees who retire from Purchaser. Such account will contain provisions that mirror the provisions of the Delphi post-retirement health care account that were applicable to the Hourly Employees on the close of business on the day immediately preceding the Closing under the terms of the Collective Bargaining Agreements. In no event shall Purchaser be required to establish or otherwise provide any other type or form of retiree medical benefits, as provided under the Collective Bargaining Agreements or otherwise. In establishing such account, the following shall apply:

(a) Effective as of the Closing, Purchaser will establish an opening balance under its post-retirement health care account for each eligible Hourly Employee equal to the individual account balances of such Hourly Employees under Delphi's notional post-retirement health care account as of the day immediately prior to Closing, increased for any accrued but un-credited or unpaid interest and contributions as of the Closing. In consideration thereof, the purchase price will be adjusted as of the Closing by the sum of the individual account balances of Hourly Employees as of the Closing under Delphi's notional post-retirement health care account, which will be increased for any accrued but un-credited or unpaid interest and contributions as of the Closing and reduced to reflect the actuarial economic present value of such balances as determined by Watson Wyatt Worldwide assuming Delphi's actuarial assumptions as of the prior measurement date and using a 7.375% discount rate.

(b) Purchaser will recognize the pre-Closing credited service with Delphi under the terms of the Delphi post-retirement health care account, as in effect immediately prior to the Closing, of each of the

Hourly Employees for purposes of eligibility for the post-retirement health care account established by Purchaser.

(c) As of the Closing, Hourly Employees will no longer be eligible for any post-retirement health care account from Delphi.

(d) For purposes hereof, any employee identified on Schedule 4.2 who is on leave or layoff and commences active employment with Purchaser after the Closing, shall not be eligible to participate in or receive any service credits under the post-retirement health care account established by Purchaser until such time as the employee becomes an active employee of Purchaser and any obligation for benefits shall remain with Delphi until such time.

(e) Notwithstanding anything to the contrary herein, Hourly Employees who are considered "Covered Employees" under the Term Sheet, and are able to attain eligibility for retiree medical benefits through GM under the Term Sheet are not eligible to receive credits to the post-retirement health care account established by Purchaser. Hourly Employees who are considered "Covered Employees" under the Term Sheet but cannot attain eligibility to receive retiree medical benefits through GM under the Term Sheet are eligible to receive credits to the post-retirement health care account established by Purchaser only for service earned after the Closing.

(iv) 401(k) Plan. Effective as of the Closing and subject to the following, Purchaser will establish a 401(k) plan for the benefit of the Hourly Employees (or otherwise amend an existing 401(k) plan of Purchaser to include provisions specific to the Hourly Employees) ("Purchaser's 401(k) Plan"). Purchaser's 401(k) Plan will contain provisions that mirror the provisions of the Delphi Personal Savings Plan ("Delphi PSP") that were applicable to the Hourly Employees on the close of business on the day immediately preceding the Closing under the terms of the Collective Bargaining Agreements. In establishing such plan, the following shall apply:

(a) Purchaser will recognize the pre-Closing credited service under the terms of the Delphi PSP, as in effect immediately prior to the Closing, of each of the Hourly Employees for eligibility and vesting purposes only.

(b) Matching contributions to Purchaser's 401(k) Plan will be made in shares of TRW Stock.

(c) Hourly Employees shall be required to enroll in Purchaser's 401(k) plan, in accordance with the enrollment procedures identified by Purchaser prior to Closing.

(d) Hourly Employees shall have a range of investment options in which to invest their accounts under Purchaser's 401(k) Plan, as designated by the TRW Automotive North American Investment Committee.

(e) To the extent allowed under applicable law, Hourly Employees who transfer to Purchaser and become eligible for a distribution of their account balances in the Delphi PSP will be permitted,

at their discretion, to rollover such account balances to Purchaser's 401(k) Plan in a form acceptable to Purchaser. Prior to accepting such rollovers, Purchaser may request reasonable proof, including a current IRS Determination Letter, that the Delphi PSP is qualified under Section 401(a) of the Internal Revenue Code.

(f) Notwithstanding anything to the contrary herein, Hourly Employees who are considered "Covered Employees" under the Term Sheet, are not eligible to receive any company matching contributions under the Purchaser's 401(k) Plan for the period of time they are eligible to accrue credited service in the General Motors pension plan in accordance with the Term Sheet.

(v) Supplemental Unemployment Benefit Plan. Effective as of the Closing, Purchaser will establish a Supplemental Unemployment Benefit Plan for the benefit of the Hourly Employees, which will contain provisions that mirror the provisions of the Delphi Supplemental Unemployment Benefit Plan that were applicable to the Hourly Employees on the close of business on the day immediately preceding the Closing under the terms of the Collective Bargaining Agreements.

(vi) Nothing contained herein is intended to adversely affect the Purchaser's ability to receive any benefits of the Term Sheet or any obligations associated with such Purchaser's receiving such benefits, and this Section 4.2 shall be construed and interpreted accordingly.

(vii) Immediately following the Closing, Delphi and Purchaser shall issue a joint notice to the Hourly Employees and the International Union, UAW, advising of the benefit provisions described herein, including, if applicable, details as to the Hourly Employees' continued entitlement to benefits from Delphi based on their service and wages prior to Closing.

F. To the extent Purchaser is able to negotiate and execute Purchaser-UAW collective bargaining agreement(s) prior to Closing, the terms of such Purchaser-UAW collective bargaining agreement(s) shall, subject to any applicable Effects MOU provisions referenced in Section 4.2.C.(v), control in respect of the employee benefit plans and provisions for the hourly employees identified on Schedule 4.2, who commence active employment with Purchaser and Section 4.2.E. shall, to the extent inconsistent with any such Purchaser-UAW collective bargaining agreement(s), be inapplicable.

G. Purchaser and Delphi shall, and shall cause each of their respective subsidiaries and/or third party administrators and consultants (to the extent reasonably practicable), to provide to the other all such information as the other may reasonably request to enable the requesting party to adopt, establish and administer the employee benefit plans and programs under this Agreement and the Collective Bargaining Agreements. Such information shall, to the extent reasonably practicable, be provided in the format and at the times and places requested, but in no event shall the party providing such information be obligated to incur any out-of-pocket expense not reimbursed by the party making such request, nor to make such Information available outside its normal business hours and premises. Any information shared or exchanged pursuant to this Agreement shall at all times be kept confidential. At a minimum, and in no event later than ten business days following the execution of this Agreement, Delphi

shall provide to Purchaser copies of all legally required plan documents applicable to the Individual Retirement Plan provisions of the Delphi Hourly-Rate Employees Pension Plan, the active health and welfare benefits, the post-retirement health care account, the Delphi Personal Savings Plan, and the Delphi Supplemental Unemployment Benefit Plan, including formal plan documents and summary plan descriptions meeting the requirements of the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974, as amended, described in Section 4.2.E above.

H. Delphi will retain responsibility to administer and all liability for labor grievances and arbitration proceedings (collectively "the Grievances") arising from alleged violations of the Collective Bargaining Agreements occurring prior to the Closing; provided, however, that such grievances are filed within ninety (90) days of the Closing. For a period of ninety (90) days following the Closing, Purchaser will notify Delphi of any Grievances filed after the Closing which relate to alleged violations of the collective bargaining agreements occurring prior to the Closing. Purchaser will be responsible to administer and bear all liability for Grievances arising from alleged violations of the Collective Bargaining Agreements occurring after the Closing.. To the extent the administration or resolution of any Grievances requires both the Purchaser's and Delphi's participation, the following apply:

(i) Purchaser and Delphi will cooperate in the defense of the Grievances.

(ii) Purchaser will not settle any Grievance without Delphi's consent if such settlement will result in liability or obligation for Delphi. Such consent will not be unreasonably withheld.

(iii) Delphi will not settle any Grievance without Purchaser's consent if such settlement will result in liability for Purchaser. Such consent will not be unreasonably withheld.

(iv) If the seniority of an hourly employee who transfers to Purchaser is reinstated as a result of the disposition of a Grievance or a court or administrative order, Purchaser will reinstate the employee as if he/she had been an employee of Purchaser as of the Closing subject to the terms of the Grievance disposition, court or administrative order.

(v) For hourly employees who transfer to Purchaser and who have been continuously employed, back pay liability to the extent relating to an event, occurrence or cause of action arising prior to the Closing will be allocated to Delphi. Liability relating to an event, occurrence or cause of action arising subsequent to the Closing will be allocated to Purchaser.

(vi) For hourly employees who transfer to Purchaser because they are reinstated through the grievance procedure, back pay liability relating to periods prior to the Closing will be allocated to Delphi. Liability relating to periods subsequent to the Closing will be allocated to Purchaser.

(vii) The parties will discuss treatment of Grievances involving unusual circumstances or events that continue before and after the Closing.

(viii) If either party unreasonably withholds consent to a settlement or processing of a Grievance recommended by the other party or elects to continue

to defend the Grievance, then such party will be liable for the portion of the back pay or other liability resulting from the ultimate disposition of such Grievance (or subsequent settlement) which is in excess of the liability that would have resulted from the settlement recommended and rejected.

I. Liabilities, obligations, commitments, costs and expenses for workers' compensation benefits related to injuries or illnesses which are incurred or first diagnosed on or after the Closing by hourly employees who transfer to Purchaser will be the responsibility of Purchaser.

J. Liabilities, obligations, commitments, costs and expenses for claims for severance, termination (actual or constructive), WARN Act, or other payments or benefits by hourly employees who transfer to Purchaser deriving from Purchaser's acquisition under this Agreement will be the responsibility of Purchaser.

K. Subject to Purchaser's obligations under paragraph 4.2.C to assume the Collective Bargaining Agreements (and thereby duplicate the applicable employee benefit plans), Purchaser will not assume any of Delphi's employee benefit plans.

L. Buyer will assume responsibility for all liabilities, obligations, commitments, costs and expenses for claims of the hourly employees who transfer to Purchaser (or any dependent thereof who becomes a "qualified beneficiary" within the meaning of Section 4980B(g)(1) of the Internal Revenue Code) related to compliance with the requirements of continuation coverage under Section 4980B of the Internal Revenue Code or Section 601 of ERISA or as the result of any "qualifying event" within the meaning of Section 4980B(f)(3) of the Internal Revenue Code which occurs on or after the Closing.

M. Unless provided otherwise in this Agreement, Purchaser will be solely responsible for and will bear all Liabilities arising from acts or events relating to employment of the Hourly Employees occurring on or after the date on which each respective Hourly Employee commences employment with Purchaser. Unless provided otherwise in this Agreement, Delphi will be solely responsible for and will bear all Liabilities arising from acts or events relating to employment of the Hourly Employees occurring prior to the date on which each respective Hourly Employee commences employment with Purchaser.

4.3 Due Diligence.

A. No later than ten business days following the execution of this Agreement, Delphi shall provide Purchaser:

(i) A description of all pending Grievances involving the hourly employees listed on Schedule 4.2.

(ii) A description of all pending employment-related litigation by or against employees identified on Schedule 4.1 and Schedule 4.2.

(iii) A description of all pending administrative agency complaints, charges, unfair labor practice charges, or investigations by or against employees listed on Schedule 4.1 or Schedule 4.2.

(iv) A description of any consent orders or orders by any court or administrative agency applicable to employees listed on Schedule 4.1 or Schedule 4.2.

(v) All documents constituting the Collective Bargaining Agreements between Delphi and the UAW applicable to the hourly employees listed on Schedule 4.2, including but not limited to any side letters, memoranda of understanding or agreement, and Grievance or arbitration settlements.

(vi) With respect to hourly employees listed on Schedule 4.2:

- a. Name;
- b. Job classification/title;
- c. Date of hire;
- d. Rate of pay;
- e. Identification of whether the employee has "flowback rights" and, if so, the date by which the employee must exercise such rights;
- f. Attendance history for the past three years; and
- g. Documented disciplinary and corrective actions.

(vii) The plan documents referenced in Section 4.2.G.

5. CONTINUED SUPPLY BY PURCHASER AND SELLER.

5.1 GM Directed Buy Parts.

For component parts listed on Schedule 5.1 which are produced by Delphi or its Affiliates and used in the manufacture of the Products (the "Internally Supplied Parts"), Delphi agrees to sell and supply such parts to Purchaser at the pricing set forth in those certain GM "Directed Buy" letters for the life of the underlying programs (and without regard to the "Duration/Until" reference on Schedule 5.1) or such earlier date as GM directs that Purchaser use alternative sources for the Internally Supplied Parts. The sale of the Internally Supplied Parts will be pursuant to purchase orders issued by Purchaser to Delphi after the Closing with terms consistent with this Section 5.1 and the GM "Directed Buy" letters but will be governed by the GM purchase order general terms and conditions in effect as of the date the purchase orders for the Internally Supplied Parts are accepted by Delphi.

5.2 Non-GM Directed Buy Parts.

For any component parts listed on Schedule 5.2 which are produced by Delphi or its Affiliates and used in the manufacture of the Products (the "Non-GM Directed Buy Parts"), Delphi agrees to sell and supply (or cause its Affiliates to sell and supply) such parts to Purchaser on the same terms and conditions on which Delphi supplied such parts to itself or such Affiliates supplied the parts to Delphi, with such sales being pursuant to (i) an assignment to Purchaser of any internal Delphi purchase orders (the "Assigned Delphi Contracts"), or (ii)

according to the pricing and for the term set forth on Schedule 5.2 and in accordance with the GM purchase order general terms and conditions in effect as of the date of this Agreement. Purchaser shall have no obligation to cure any defaults that may exist under the Assigned Delphi Contracts as of the Closing Date. Nothing herein shall be construed to obligate Delphi or its Affiliates to sell or supply Non-GM Directed Buy Parts to Purchaser for longer than the periods set forth on Schedule 5.2 other than on terms acceptable to Purchaser and the Delphi unit or Affiliate involved.

5.3 Parts Banks.

At Purchaser's option, and provided Delphi is reimbursed for all reasonable incremental costs and expenses (i.e., in addition to the applicable purchase price and the cost of working capital funds) of producing and maintaining such parts banks (and such parts banks are paid for according to payment terms now in effect between the applicable customer and Delphi) and subject to capacity constraints, Delphi will produce any reasonably required parts banks of the Products to meet the customers' production needs (a) for a period of 21 days after the Closing Date for Products manufactured at the Leased Premises, (b) for the period mutually agreed by Purchaser and Seller for Products now manufactured by Delphi at the Other Product Facilities.

5.4 Contract Manufacturing.

During the period from the Closing Date through July 31, 2008 (or thereafter as extended on a month-to-month basis by mutual agreement of the Parties), Purchaser will manufacture the component parts listed on Schedule 5.4 (the "Contract Manufacturing Parts") as a contract manufacturer in accordance with the terms of a Contract Manufacturing Agreement substantially in the form of Exhibit 5.4 (for convenience, such manufacturing is referred to as the "Contract Manufacturing"):

5.5 Saginaw Supplied Parts.

For component parts listed on Schedule 5.5 which are produced by Delphi at the Leased Premises and used in the manufacture of the Products at the Other Product Facilities (the "Saginaw Supplied Parts"), Purchaser agrees to sell and supply such parts to Seller at the pricing set forth on Schedule 5.5 until such time as the applicable Non Saginaw Assets are removed from the Other Product Facilities and Seller has no further requirements for the Saginaw Supplied Parts, with such sales being pursuant to a standard Delphi purchase order issued by Seller and accepted by Purchaser.

6. LEASED PREMISES.

6.1 Lease Agreement.

At the Closing, Delphi and Purchaser will enter into a lease (the "Lease Agreement") in the form attached as Exhibit 6.1.

6.2 [Intentionally omitted].

6.3 Removal of Delphi Contract Manufacturing Equipment.

Delphi agrees that it will remove at its cost and expense all Delphi Contract Manufacturing Equipment from the Leased Premises on a program-by-program basis after the applicable assets are no longer being used for Contract Manufacturing in accordance with the Contract Manufacturing Removal Plan attached hereto as Exhibit 6.3. Delphi will pay for all

Decommissioning Activities in respect of the Delphi Contract Manufacturing Equipment, together with the costs of repairing any material damage caused to the Leased Premises during the removal of the Delphi Contract Manufacturing Equipment or the Decommissioning Activities related thereto. To the extent any agreements between Purchaser and any unions representing workers at the Leased Premises require that the dismantling and removal of the Delphi Contract Manufacturing Equipment be completed by union employees, Delphi shall use such employees to remove the Delphi Contract Manufacturing Equipment or, subject to the consent of the applicable union, reimburse Purchaser for any amounts Purchaser must pay the employees in lieu of using them to dismantle and remove such assets. In connection with the removal of the Delphi Contract Manufacturing Equipment, Delphi shall not unreasonably interfere with any ongoing production by Purchaser. Purchaser shall have the right to monitor all removal activities.

7. CERTAIN TRANSITION MATTERS.

7.1 **Transition Services Agreement.** Delphi and Purchaser will enter into a transition services agreement in the form attached hereto as Exhibit 7.1 (the "Transition Services Agreement") pursuant to which Delphi will provide certain transition services to Purchaser and Purchaser will provide certain transition services to Seller, in each case at the providing party's cost, as set forth in the Transition Services Agreement.

7.2 Equipment Leases.

Although Purchaser recognizes that Delphi is not able to assume and assign the leases of any equipment used at the Leased Premises given that such assets are leased under agreements that include assets at other Delphi locations, Delphi agrees to work in good faith with Purchaser and the applicable lessor(s) on a consensual buy-out of any such assets not subject to redeployment within Delphi or otherwise necessary for the continued operation of Delphi's business that Purchaser may elect to acquire at Purchaser's cost and expense. In no event will Delphi be obligated to incur any liability or cost in connection with Purchaser's acquisition of any equipment currently leased by Delphi.

7.3 Purchasing Activities.

A. Within three (3) business days following the execution of this Agreement, Seller or Delphi Canada, as applicable, will deliver a letter to all vendors who supply goods or services to Seller or Delphi Canada in connection with the manufacture of the Products or the operation of the Leased Premises pursuant to a Supplier Contract (collectively, "Existing Vendors") advising them that subject to Bankruptcy Court approval, Seller intends to sell the Acquired Assets and Delphi Canada intends to sell certain of its assets to Purchaser and that the Existing Vendors are authorized to provide quotes to Purchaser for the applicable goods or services and otherwise engage in negotiations with Purchaser regarding supplying Purchaser after Bankruptcy Court approval and the Closing occurs. Purchaser acknowledges that Seller's and Delphi Canada's letters to the Existing Vendors will advise such Existing Vendors of their continued obligations to supply Seller's and Delphi Canada's requirements for the applicable goods and services in accordance with the Supplier Contracts despite any negotiations or agreements with Purchaser.

B. Within five (5) business days following the execution of this Agreement and subject to any confidentiality obligations to the Existing Vendors or other third parties, Seller will:

(i) provide to Purchaser, to the extent the same exist, details of all pending pricing or other commercial disputes with Existing Vendors, copies of all direct supply letters and related agreements in respect of the goods or services provided by the Existing Vendors, and all other data and documentation reasonably requested by Purchaser for purposes of Purchaser quoting the Existing Vendors and entering into agreements and purchase orders that are contingent upon Purchaser acquiring the Acquired Assets. Other than provided for in this Section 7.3.B. for purposes of quoting the Existing Vendors and entering into agreements and purchase orders that are contingent upon Purchaser acquiring the Acquired Assets, any and all information provided by Seller or Seller's representatives to Purchaser shall be subject to the terms of the Non-Disclosure Agreement as modified by Section 2.3 of this Agreement; and

(ii) afford Purchaser reasonable access to a designated Seller's representative of Global Supply Management staff knowledgeable about the goods and services Seller purchases from the Existing Vendors to assist Purchaser in understanding background information necessary to purchase the subject goods and services.

C. Upon execution of this Agreement, Purchaser shall have the same right that Seller has to inspect all Tooling and customer owned Tooling in the possession of the Existing Vendors and Seller will cooperate with Purchaser in giving any reasonably necessary consents, authorizations or directions to the Existing Vendors to allow Purchaser to inspect such items (at Purchaser's cost and expense).

8. REPRESENTATIONS AND WARRANTIES.

8.1 Warranties of Seller.

Delphi (and DTI as to Subparagraph L below) represents and warrants, as of the date hereof, severally, to Purchaser with respect to the Acquired Assets being sold by such Seller as follows:

A. Corporate Authority. Subject to the entry and effectiveness of the Bidding Procedures Order and Sale Approval Order (collectively, the "Orders"), Seller has the requisite corporate authority to execute and perform in accordance with this Agreement, and, upon full satisfaction of the terms and conditions of the Orders, this Agreement shall constitute a valid and binding obligation of Seller.

B. No Conflict. The execution and performance by Seller of this Agreement does not violate, conflict with or result in a breach by Seller of its certificate or articles of incorporation or bylaws or of any other agreement to which Seller is a party or by which it is bound, except for those violations that are excused by or are unenforceable as a result of the Bankruptcy Code.

C. Title to Acquired Assets. Seller warrants that, as of the date of delivery of the Acquired Assets, Seller will have good and marketable title to the Acquired Assets and the Acquired Assets will be sold, assigned, transferred or delivered, as the case may be, free and clear of any Lien, as permitted under Section 363(f) of the Bankruptcy Code.

D. Litigation. Except for the pendency of the Bankruptcy Cases or as otherwise set forth on Schedule 8.1.D., there is no litigation - equitable or legal,

administrative, arbitral or other proceedings - pending against Seller with respect to the Acquired Assets, and Seller has no Knowledge of any written notice of violation of any applicable law, rule or regulation, or any written notice of threatened litigation or Claims, with respect to the Acquired Assets.

E. Sufficiency of Assets. To Seller's Knowledge the Acquired Assets together with the Canadian Assets and the assets described in Section 1.5 comprise all of the tangible assets reasonably necessary to manufacture the Products and operate the Leased Premises in all material respects as the Products were manufactured and as the Leased Premises was operated by Sellers. Purchaser acknowledges and agrees that its exclusive remedy in respect of any claim arising out of this Section 8.1(E) will be as provided in Section 11.2 of this Agreement.

F. Condition of Personal Property. With respect to all Acquired Assets, Seller has performed maintenance consistent with applicable maintenance policies and procedures and will continue to perform such maintenance in the Ordinary Course of Business through the Closing Date.

G. Third Party Assets. To Seller's Knowledge, the items set forth on Schedule 1.5.A and any customer-owned tooling or dunnage are the only Third Party Assets used by Seller in the manufacture or shipment of the Products or the operation of the Leased Premises.

H. Maintenance of Spare Parts and Crib Items. Through the Closing, Seller will manage its on-hand supply of Spare Parts and Crib Items in the Ordinary Course of Business and will not deplete such supply.

I. Compliance with Laws. To Seller's Knowledge, the production, distribution and export/import operations with respect to the Products are in compliance with all applicable Laws, except where the failure to be in compliance would not have a Material Adverse Effect.

J. Brokers. Seller has employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Purchaser would be liable.

K. Absence of Other Representations or Warranties. Except for the warranties expressly set forth in this Agreement and the Ancillary Agreements, Seller makes no representations or warranties, express or implied, with respect to the Acquired Assets. For the avoidance of doubt, no warranty or representation is given on the contents of the documents provided in due diligence, on any other documents or other information not contained in this Agreement or the Ancillary Agreements, all of which were produced only for information purposes.

L. Licensed Intellectual Property. In respect of the Licensed Intellectual Property:

(i) The Licensed Intellectual Property includes all intellectual property of Sellers' and related rights necessary or desirable for the design, manufacture, assembly, testing and tuning of the Products;

(ii) GM has or will have the right to grant Purchaser and its affiliates a North American, perpetual, irrevocable, paid-up, royalty-free right and license to

develop, make, have made, use, import, export, sell and offer to sell any Products using the Licensed Intellectual Property, all without further royalty payment by Purchaser or its affiliates to Seller for use of Licensed Intellectual Property (other than as required by the Transition Services Agreement);

(iii) Seller has the right to license the Licensed Intellectual Property to GM and that there are no outstanding licenses that are inconsistent with those rights; and

(iv) Other than as set forth on Schedule 8.1.L, Seller has not received any written notice of infringement, and otherwise has no Knowledge regarding any infringement, with respect to the Licensed Intellectual Property.

M. Collective Bargaining Agreements. All of the material collective bargaining agreements applicable to the Leased Premises are set forth in, referenced in, or attached to the documents specifically listed in section 4.2.C(i) through (v).

8.2 Warranties of Purchaser.

Purchaser warrants and represents to Seller as follows:

A. Corporate Authority. Purchaser has the requisite corporate authority to execute and perform in accordance with this Agreement, and this Agreement constitutes a valid and binding obligation of Purchaser.

B. No Conflicts. The execution and performance by Purchaser of this Agreement does not violate, conflict with or result in a breach of Purchaser's certificate or articles of incorporation, or by-laws, or of any other agreement to which Purchaser is a party of by which it is bound.

C. Consents and Approvals. No consent, approval, or authorization of any non-governmental third party and no consent, approval, authorization or declaration of or filing or registration with any foreign, federal, state or local governmental or regulatory authority is required to be made or obtained by Purchaser in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

D. Litigation. There is no litigation, equitable or legal, administrative, arbitative, or other proceedings pending, or to the Knowledge of Purchaser, threatened against or affecting Purchaser which could reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement.

E. Brokers. Purchaser has employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Seller would be liable.

F. Solvency. Upon the consummation of the transactions contemplated by this Agreement: (i) Purchaser will not be insolvent; (ii) Purchaser will not be left with unreasonably small capital; (iii) Purchaser will not have incurred debts beyond its ability to pay such debts as they mature; and (iv) the capital of Purchaser will not be impaired.

G. Availability of Funds. Purchaser has or will have available, at or prior to Closing, sufficient cash in immediately available funds to pay the Purchase Price and all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

H. Compliance with Laws. To Purchaser's Knowledge, Purchaser is in compliance with all Laws applicable to it, except with respect to those violations that could not reasonably be expected to result in the issuance of an order outstanding restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement.

I. Anti-Money Laundering. To Purchaser's Knowledge, Purchaser is in compliance with: (i) all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-57) ("USA Patriot Act"), as amended, and all regulations issued pursuant to it; (ii) Executive Order No. 13224 on Terrorist Financing, Effective September 24, 2001, and relating to Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; (iii) the International Emergency Economic Power Act (50 U.S.C. 1701 et seq.), and any applicable implementing regulations; (iv) the Trading with the Enemies Act (50 U.S.C. 50 et seq.), and any applicable implementing regulations; and (v) all applicable legal requirements relating to anti-money laundering, anti-terrorism and economic sanctions in the jurisdictions in which Purchaser operates or does business. Neither the Purchaser nor any of its directors, officers or Affiliates is identified on the United States Treasury Department Office of Foreign Asset Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons" (the "SDN List") or otherwise the target of an economic sanctions program administered by OFAC, and Purchaser is not affiliated in any way with, or providing financial or material support to, any such persons or entities. Purchaser agrees that should it, or any of its directors, officers or Affiliates be named at any time in the future on the SDN List, or any other similar list maintained by the U.S. Government, Purchaser shall inform the Seller in writing immediately.

8.3 Survival of Representations and Warranties.

The representations and warranties made by the Seller in Section 8.1 and by the Purchaser in Section 8.2 will survive the Closing and will expire on the second anniversary of the Closing Date (the "Expiration Date").

8.4 Fair Disclosure. Any matter fairly disclosed in any Schedule to this Agreement will be deemed an exception for all other representations and warranties contained in this Agreement whether or not such other representations or warranties contain a reference to such Schedule.

9. CONDITIONS TO CLOSING.

9.1 Conditions to Obligations of Seller and Purchaser. The respective obligations of each Party to effect the transactions contemplated by this Agreement will be subject to the satisfaction or waiver at or prior to the Closing Date (or such earlier time as is indicated below) of the following conditions precedent:

A. Sale Approval Order. The Sale Approval Order will be entered by the Bankruptcy Court and will not be subject to a stay or injunction.

B. No Law, Judgments, Etc. No provisions of any applicable Law and no judgment, injunction (preliminary or permanent), order or decree that prohibits, makes illegal or enjoins the consummation of the transactions contemplated by this Agreement will be in effect.

C. Collective Bargaining Agreements. Purchaser will assume all UAW-Delphi Collective Bargaining Agreements, including all agreements amendatory and supplemental thereto in accordance with Section 4.2.C of this Agreement.

D. Licensed Intellectual Property. Seller licenses to GM all of the Licensed Intellectual Property and to the extent required, such license is finally approved by the Bankruptcy Court.

E. GM Agreement. By the close of business on September 26, 2007, Purchaser enters into a supply agreement with GM on terms and conditions fully satisfactory to Purchaser.

F. Benefit Guarantee Issue. The Term Sheet—Delphi Pension Freeze and Cessation of OPEB and GM Consensual Triggering of Benefit Guarantee (the "Term Sheet") shall take effect in accordance with paragraph (2) thereof. However, if the Term Sheet will not be in effect on the date identified by the parties as the date of Closing, the parties, in conjunction with the UAW and GM, as applicable, shall use reasonable efforts to reach a satisfactory resolution of the benefit issues relative to the Term Sheet. Such condition to Closing shall be deemed satisfied once the parties reach a satisfactory resolution of these issues.

G. Labor Documents. Purchaser shall have completed its review of the collectively bargained "Unpublished Letters & Documents – 2003 National Agreement," "Unpublished Letters & Documents - 1999 National Agreement," and "Unpublished Letters and Documents - 1996 National Agreement," listed on pages 8 through 12 of Attachment E of the Restructuring Agreement no later than September 24, 2007. If Purchaser is willing to assume the obligations imposed by such documents, it will so advise Seller in writing no later than 5:00 p.m. on September 24, 2007, whereupon this condition to closing will be satisfied in full. If Purchaser is unwilling to assume the obligations imposed by such documents and therefore there will not be a court hearing on the sale of the transaction and the Agreement will be terminated, Purchaser will so advise Seller in writing no later than 5:00 p.m. on September 24, 2007.

9.2 Conditions to Obligations of Purchaser.

The obligation of Purchaser to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Purchaser):

A. Accuracy of Warranties. Except as otherwise permitted by this Agreement, and after giving effect to the Sale Approval Order, the representations and warranties of Seller contained in this Agreement will be true and correct as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct only as of such date or time), except where the failure of such representation and warranty to be true and correct would not have a Material Adverse Effect on Seller's ability to consummate the transactions contemplated by this Agreement.

B. Performance of Covenants. Each of the Ancillary Agreements to which Seller is a party will have been executed and delivered by Seller to Purchaser, and all other agreements and transactions contemplated hereby or in this Agreement or any Ancillary Agreement to be performed by Seller on or before the Closing will have been performed in all material respects.

9.3 **Conditions to Obligations of Seller.**

Except as otherwise permitted by this Agreement, the obligation of Seller to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Seller):

A. Accuracy of Warranties. The representations and warranties of Purchaser contained in this Agreement (without taking into account any materiality or Material Adverse Effect qualification therein), will be true and correct as of the Closing Date if made on such date (except for representations and warranties that speak as of a specific date or time, which will be true and correct only as of such date or time), except where the failure of such representation and warranty to be true and correct would not have a Material Adverse Effect on Purchaser's ability to consummate the transactions contemplated by this Agreement.

B. Performance of Covenants. Each of the Ancillary Agreements to which Purchaser is a party will have been executed and delivered by such Party to Seller, and all other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by Purchaser on or before the Closing will have been performed in all material respects.

C. GM Agreement. GM enters into an agreement reasonably acceptable to Seller releasing Seller of its obligations to manufacture and deliver Products to GM upon Purchaser assuming responsibility to manufacture and deliver such Products to GM.

D. Payment of Purchase Price. Purchaser shall have paid the Purchase Price called for by Section 3.2.B.

10. **CLOSING.**

10.1 **Closing Date.**

Subject to the satisfaction of the conditions set forth in this Agreement, the closing (the "Closing") of the transactions contemplated hereby will take place at the offices of Purchaser's counsel on January 2, 2007 or the first day thereafter that the conditions set forth in Article 9 have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), or on such other date or at such other time as the Parties may agree.

10.2 **Ancillary Agreements.**

At the Closing, the Parties will execute and deliver or, where appropriate, cause their respective Affiliates to execute and deliver each of the Ancillary Agreements.

10.3 **Seller's Deliveries.**

At the Closing, Seller will deliver to Purchaser the following, in proper form for recording where appropriate:

- A. Executed assignments for the Assigned Delphi Contracts.
- B. An officer's certificate, dated as of the Closing Date, executed on behalf of Seller, certifying that the conditions specified in Section 9 have been fulfilled.
- C. A certificate, dated as of the Closing Date, executed on behalf of Seller by a Secretary or an Assistant Secretary, certifying: (i) a true and correct copy of Seller's Organizational Documents; and (ii) a true and correct copy of the resolutions of the appropriate Seller management group authorizing the execution, delivery and performance of this Agreement and any Ancillary Agreement to which Seller is a party and the consummation of the transactions contemplated hereby and thereby.
- D. Copies of all orders of the Bankruptcy Court pertaining to the contemplated transactions contemplated by this Agreement and the Ancillary Agreements, including the Bidding Procedures Order and the Sale Approval Order.
- E. Appropriate receipts.
- F. Duly executed Bill of Sale for all Acquired Assets to be transferred at Closing.

10.4 **Purchaser's Deliveries.** At the Closing, Purchaser will deliver to Seller, in proper form for recording where appropriate:

- A. The Purchase Price to be paid at Closing as set forth in Section 3.2.B.
- B. An officer's certificate, dated as of the Closing Date, executed on behalf of Purchaser, certifying that the conditions specified in Section 9 have been fulfilled.
- C. A certificate, dated as of the Closing Date, executed on behalf of the Purchaser by its Secretary or an Assistant Secretary, certifying: (i) a true and correct copy of Purchaser's Organizational Documents; and (ii) a true and correct copy of the resolutions of the Purchaser's board authorizing the execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby.

11. CERTAIN ADDITIONAL COVENANTS.

11.1 Continued Operations.

Except: (i) as otherwise provided in this Agreement; (ii) required by or resulting from the Bankruptcy Cases or otherwise approved by the Bankruptcy Court; (iii) for any changes that may be required under applicable Laws; or (iv) as set forth in the following sentence, until the Closing, Seller will continue to use and operate the Acquired Assets in the Ordinary Course of Business and supply Products to its customers and maintain and repair the Leased Premises and all tangible Acquired Assets as previously done in the Ordinary Course of Business.

11.2 Additional Assets.

Should Seller or Purchaser determine, in its reasonable discretion, that any machinery or equipment (i) used by Seller exclusively in the production of the Products or operation of the Leased Premises, and (ii) necessary to enable the Purchaser to manufacture the Products or operate the Leased Premises was not included in the Acquired Assets (the "Additional Assets"), Seller will transfer, sell and assign such Additional Assets to Purchaser, but only to the extent that (i) Seller still owns such Additional Assets (and has not entered into a binding agreement to sell), (ii) the gross book value on Seller's balance sheet (the "GBV") of each such Additional Asset is less than \$250,000 (the "Individual Threshold Value"), and (iii) the total GBV of such Additional Assets and any other Additional Assets previously transferred under this Section 11.3 is less than \$750,000 (the "Aggregate Threshold Value"). For any Additional Asset with a GBV that exceeds the Individual Threshold Value, such Additional Asset will be available for sale to Purchaser for a purchase price that is equal to 22% of the GBV of the applicable Additional Asset. Once the Aggregate Threshold Value is reached, including by transfer of a particular Additional Asset that will exceed the Aggregate Threshold Value, any remaining Additional Assets will also be available for sale to Purchaser for a purchase price that is equal to 22% of the GBV of the applicable Additional Asset. For the avoidance of doubt, any assets other than the Additional Assets, including without limitation, assets related to the GMX295 program or manufacture of calipers for the GMX211 program, which Purchaser desires to purchase from Seller will only be available for sale to Purchaser at Seller's sole discretion and on terms acceptable to Seller in its sole discretion.

11.3 Registrations, Filings and Consents; Further Actions.

Upon the terms and subject to the conditions of this Agreement, each of the Parties will use commercially reasonable efforts to take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as practicable including, without limitation, using their reasonable best efforts to cause the satisfaction of all conditions to Closing.

11.4 Further Assurances.

If at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instructions and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under this Agreement).

11.5 Indemnification.

A. Seller's Agreement to Indemnify. If the Closing occurs and Purchaser makes a written claim for indemnification against Seller in accordance with the procedures set forth in this Section 11.5, then, from and after the Closing, Seller agrees to indemnify and hold harmless Purchaser from and against all out-of-pocket liabilities, claims, assessments, losses, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable professional fees and expenses) (collectively, the "Purchaser Damages") incurred by Purchaser as a result of or arising out of: (i) the Retained Liabilities and Excluded Assets; (ii) a breach of any representation or covenant of Seller contained in this Agreement; or (iii) a breach of any covenant to be performed by Seller under this Agreement.

B. Purchaser's Agreement to Indemnify. If the Closing occurs and Seller makes a written claim for indemnification against Purchaser in accordance with the procedures set forth in this Section 11.5, then, from and after the Closing, Purchaser shall indemnify and hold harmless Seller from and against all out-of-pocket liabilities, claims, assessments, losses, judgments, settlements, damages, costs and expenses (including, without limitation, reasonable professional fees and expenses) (collectively, the "Seller Damages") incurred by Seller as a result of or arising out of: (i) a breach of any representation or warranty of Purchaser contained in this Agreement; (ii) a breach of any covenant to be performed by Purchaser under this Agreement; (iii) the use, operation or ownership of any of the Acquired Assets after the Closing unless such matters are of a nature also subject to indemnification pursuant to Section A above; or (iv) any warranty, product liability (other than to the extent arising from Seller's or its Affiliates design of the Products) or other claims related to or arising from Purchaser's manufacture or sale of the Products after the Closing Date other than the Contract Manufacturing Parts, which will be governed by the terms of the Contract Manufacturing Agreement.

C. Limitations on Agreements to Indemnify. The obligations of the Parties to indemnify the other pursuant to this Section 11.5 are subject to the following limitations:

(i) Each Party agrees that, from and after the Closing, the indemnification provided in this Section 11.5 is the exclusive remedy for a breach by the other Party of any representation, warranty, agreement or covenant contained in this Agreement, and that there shall be no other remedy for any breach by a party in respect of any claim for monetary damages arising out of or under this Agreement.

(ii) In calculating amounts payable to an indemnified party, the amount of any indemnified Purchaser Damages or Seller Damages, as the case may be, shall be determined without duplication of any other damages for which a claim has been made or could be made under any other representation, warranty or covenant included herein.

(iii) Any written notice delivered by an indemnified party to an indemnifying party seeking indemnification pursuant to this Agreement shall set forth, with as much specificity as is reasonably practicable, the basis of the claim, the sections of this Agreement which form the basis for the claim, and, to the extent reasonably practicable, a reasonable estimate of the amount of the Purchaser Damages or Seller Damages, as the case may be, that have been or may be sustained by such indemnified party.

(iv) Notwithstanding any other provision of this Agreement, in no event shall an indemnified party be entitled to indemnification pursuant to this Agreement to the extent any Purchaser Damages or Seller Damages, as the case may be, were attributable solely to the indemnified party's own gross negligence or willful misconduct.

(v) No indemnifying party shall be liable to an indemnified party until the amount of all indemnifiable damages of such indemnified party in the aggregate exceeds \$100,000, after which point the indemnifying party will be

obligated to the indemnified party for all damages (and not just the amount in excess of such amount).

(vi) The obligation of any Party to indemnify the other pursuant to the terms of this Section 11.5 shall apply only to the extent the Party seeking indemnification notifies the other Party of such damages in writing on or before the later of (a) two years after the Closing Date, or (b) 90 days after the applicable Party first learns about the claim for which indemnification is sought under this Section 11.5.

(vii) To the extent an indemnifying party makes any indemnification payment pursuant this Section 11.5 for which the indemnified party has a right to recover against a third party (including an insurance company but specifically excluding situations that are self insured, including through any captive insurance company), the indemnifying party shall be subrogated to the right of the indemnified party to seek and obtain recovery from such third party.

D. Third Party Indemnification. The obligations of any indemnifying party to indemnify any indemnified party under Section 11.5 with respect to Purchaser Damages or Seller Damages, as the case may be, resulting from the assertion of liability by third parties (including Governmental Entities) (an "Indemnification Claim"), shall be subject to the following terms and conditions:

(i) Any party against whom any Indemnification Claim is asserted shall give the party required to provide indemnity hereunder written notice of any such Indemnification Claim promptly after learning of such Indemnification Claim (with such notice satisfying the requirements of Section 14.1), and to the extent such matter involves a third party claim, the indemnifying party may, at its option, undertake the defense thereof by representatives of its own choosing and shall provide written notice of any such undertaking to the indemnified party. Failure to give prompt written notice of an Indemnification Claim hereunder shall not affect the indemnifying party's obligations under this Section 11.5, except to the extent that the indemnifying party is actually prejudiced by such failure to give prompt written notice. The indemnified party, at the indemnifying party's expense, shall, and shall cause its employees and representatives to, reasonably cooperate with the indemnifying party in connection with the settlement or defense of such Indemnification Claim and shall provide the indemnifying party with all available information and documents concerning such Indemnification Claim. If the indemnifying party, within thirty (30) days after written notice of any such Indemnification Claim, fails to assume the defense of such Indemnification Claim, the indemnified party against whom such claim has been made shall (upon further written notice to the indemnifying party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk, and at the expense, of the indemnifying party.

(ii) Anything in this Section 11.5 to the contrary notwithstanding: (i) the indemnified party shall not settle a claim for which it is indemnified without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed; and (ii) the indemnifying party shall not enter into any settlement or compromise of any action, suit or proceeding, or consent to the entry of any judgment for relief other than monetary damages to be borne exclusively by the indemnifying party, without the prior

written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Nothing in this Agreement, the Sale Approval Order or any Ancillary Agreements including, without limitation, any right to indemnification in favor of Purchaser, shall alter or otherwise vitiate the legal effect of the bar date order and discharge injunction under a confirmation on any third party claim against Seller that would otherwise be barred or discharged thereunder. Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, upon receipt of any such third party claim, Seller, in its sole discretion, may elect to defend against such claim and settle or otherwise resolve such claim without Purchaser's consent.

E. Not Exclusive Indemnifications. The indemnifications in this Section 11.5 are the exclusive indemnifications to be given by the Parties, except for the indemnifications provided for in the Ancillary Agreements, which shall govern and control any indemnifications given under each applicable Ancillary Agreement.

11.6 Intellectual Property Covenant. Sellers covenant not to sue Purchaser on account of Purchaser's use of any Licensed Intellectual Property that is licensed by Sellers to GM and in turn sublicensed to Purchaser, and Sellers agree that they will not seek additional compensation for Purchaser's use of any Licensed Intellectual Property, provided that such use is within the scope of the sublicense granted to Purchaser by GM.

11.7 Canadian Agreement. Purchaser acknowledges that the Canadian Assets will be included in the Transaction (as defined in Section 12.2) subject to competitive bidding as set forth in Article 12 of this Agreement. In the event that Purchaser is not the Successful Bidder and Sellers notify Purchaser of their intent to terminate this Agreement under Section 13.2.B, then Purchaser agrees that it will terminate the Canadian Agreement under Section 8.4 thereof within three (3) Business Days of such notice. Furthermore, once the conditions set forth in Article 9 of this Agreement have been satisfied or waived, Purchaser agrees that it will not exercise its right to terminate the Canadian Agreement under Section 8.4 thereof.

11.8 Parent Guaranty. Simultaneous with execution of this Agreement, Purchaser's indirect parent, Kelsey-Hayes Company, is executing a guaranty in the form attached as Exhibit 11.8.

12. BANKRUPTCY ACTIONS

12.1 Orders.

As soon as reasonably practicable after the execution of this Agreement, Delphi will file a motion with the Bankruptcy Court seeking approval of the Bidding Procedures Order (and related notices) and the Sale Approval Order. Delphi shall use commercially reasonable efforts to comply (or, to the extent not already obtained, obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and the Bankruptcy Rules in connection with obtaining approval of the sale of the Acquired Assets under this Agreement, and the other transactions contemplated by the other Ancillary Agreements, including serving on all required persons in the Bankruptcy Cases, notice of the Sale Motion, the Sale Hearing and the objection deadline in accordance with Bankruptcy Rules 2002, 6004, 6006 and 9014, the Bidding Procedures Order or other orders of the Bankruptcy Court, and any applicable local rules of the Bankruptcy Court.

12.2 **Bidding Procedures.**

A. **Delphi Initial Bankruptcy Actions.** This Section 12.2 sets forth the bidding procedures (the "**Bidding Procedures**") to be employed with respect to the Agreement and the Sale of the Acquired Assets, including the Canadian Assets, and the other transactions contemplated by this Agreement and the Ancillary Agreements, including the Canadian Agreement (collectively, the "**Transaction**"). The Transaction is subject to competitive bidding as set forth herein and approval by the Bankruptcy Court in the Sale Approval Order. The following overbid provisions and related bid protections are designed to compensate Purchaser for its efforts and agreements to date and to facilitate a full and fair process (the "**Bidding Process**") designed to maximize the value of the Acquired Assets and the Canadian Assets for the benefit of Delphi's creditors, shareholders and bankruptcy estate.

B. **Qualified Bidder.** Unless otherwise ordered by the Bankruptcy Court or as otherwise determined by Delphi, in order to participate in the bidding process, each person (a "**Potential Bidder**"), other than Purchaser, must deliver (unless previously delivered) to Delphi:

(i) an executed confidentiality agreement in form and substance satisfactory to Delphi;

(ii) current audited financial statements of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Acquired Assets and the Canadian Assets, current audited financial statements of the equity holders of the Potential Bidder who shall guarantee the obligations of the Potential Bidder, or such other form of financial disclosure and credit-quality support or enhancement acceptable to Delphi and its financial advisors;

(iii) a preliminary (non-binding) written proposal regarding: (a) the purchase price range; (b) any assets expected to be excluded; (c) the financing of the Transaction (including, but not limited to, the sources of financing for the purchase price and all requisite financial assurance); (d) any anticipated regulatory approvals required to close the Transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals; (d) any conditions to closing that it may wish to impose in addition to those set forth in this Agreement; and (f) the nature and extent of additional due diligence it may wish to conduct and the date by which such due diligence will be completed; and

(iv) the Good Faith Deposit.

A Potential Bidder that delivers the documents described in the previous subparagraphs above and whose financial information and credit-quality support or enhancement demonstrate the financial capability of the Potential Bidder to consummate the Transaction, if selected as a successful bidder, and that Delphi determines in its sole discretion is likely (based on availability of financing, experience and other considerations) to be able to consummate the Transaction within the time frame provided by this Agreement shall be deemed a "**Qualified Bidder.**" As promptly as practicable, after a Potential Bidder delivers all of the materials required above, Delphi shall determine, and shall notify the Potential Bidder, if such Potential Bidder is a Qualified Bidder. At the same time that Delphi notifies the Potential Bidder that it is a Qualified Bidder, Delphi shall allow the Qualified Bidder to begin to conduct due diligence with respect to the Acquired Assets provided in Section 12.2.D below. Notwithstanding the foregoing, Purchaser shall be deemed a Qualified Bidder for purposes of the Bidding Process.

C. Bid Deadline. A Qualified Bidder that desires to make a bid shall deliver written copies of its bid to:

Delphi Automotive Systems LLC:	Delphi Automotive Systems LLC 5725 Delphi Drive Troy, MI 48098 Attn: Director, Mergers & Acquisitions
With copies to, Delphi's outside counsel:	Skadden, Arps, Slate Meagher & Flom LLP 333 West Wacker Drive Chicago, IL 60606-1285 Attn: Ron Meisler
Delphi's Legal Staff:	Delphi Legal Staff MC 480-410-268 5825 Delphi Drive Troy, MI 48098 Attn: Karen J. Craft
Counsel to the Official Committee of unsecured creditors appointed in the Bankruptcy Cases (the "Creditors' Committee"):	Latham & Watkins LLP 885 Third Avenue New York, NY 10022 Attn: Mark A. Broude
The Creditors' Committee's financial advisor:	Mesirow Financial Consulting LLC 21st Floor 666 Third Avenue New York, NY 10017 Attn: Ben Pickering
Counsel to the debtors' secured lenders:	Davis, Polk & Wardwell 450 Lexington Avenue New York, NY 10017 Attn: Donald Bernstein and Brian Resnick

so as to be received not later than 11:00 A.M. (EST), on October 16, 2007 (the "Bid Deadline"). Delphi may extend the Bid Deadline once or successively, but is not obligated to do so. If Delphi extends the Bid Deadline, it will promptly notify all Qualified Bidders of such extension. As soon as reasonably practicable following receipt of each Qualified Bid, Delphi shall deliver complete copies of all items and information enumerated in the section below entitled "Bid Requirements" to counsel for the official committee of equity security holders (the "Equityholders' Committee").

D. Due Diligence. Delphi shall afford each Qualified Bidder due diligence access to the Acquired Assets and the Canadian Assets. Due diligence access may include access to data rooms, on site inspections and such other matters which a Qualified Bidder may request and as to which Delphi, in its sole discretion, may agree to. Delphi shall designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from Qualified Bidders. Any and all due diligence shall cease after the Bid Deadline.

Delphi may, in its discretion, coordinate diligence efforts such that multiple Qualified Bidders have simultaneous access to due diligence materials and/or simultaneous attendance at site inspections. Delphi (or any of its representatives) shall not be obligated to furnish any information relating to Acquired Assets and the Canadian Assets to any person other than to Qualified Bidders who make an acceptable preliminary proposal.

E. Bid Requirements. All bids must include the following documents (the "Required Bid Documents"):

(i) A letter stating that the bidder's offer is irrevocable until two (2) Business Days after the closing of the Transaction.

(ii) An executed copy of the Agreement and the Ancillary Agreements (the "Marked Agreements") to show those amendments and modifications to such agreements that the Qualified Bidder proposes, including the Purchase Price (as defined in the Agreement).

(iii) A good faith deposit (the "Good Faith Deposit") in the form of a certified bank check from a U.S. bank or by wire transfer (or other form acceptable to Delphi in its sole discretion) payable to the order of Delphi (or such other party as Delphi may determine) in an amount equal to \$2 million dollars.

(iv) Written evidence of a commitment for financing or other evidence of ability to consummate the Transaction satisfactory to Delphi and its advisors.

F. Qualified Bids. A bid will be considered only if the bid:

(i) Is on terms and conditions (other than the amount of the consideration) that are substantially similar to, and are not, in Delphi's sole discretion, materially more burdensome or conditional to Delphi than, those contained in the Agreement.

(ii) Is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder.

(iii) Proposes a transaction on terms that Delphi determines, in its sole discretion, has a value, either individually or, when evaluated in conjunction with any other Qualified Bid, greater than or equal to the sum of the Purchase Price plus the purchase price for the Canadian Assets plus the amount of the Break-Up Fee, plus: (x) in the case of the initial Qualified Bid, \$500,000 dollars; and (y) \$250,000 in the case of any subsequent Qualified Bids, over the immediately preceding highest Qualified Bid.

(iv) Is not conditioned upon any bid protections, such as a break-up fee, termination fee, expense reimbursement or similar type of payment.

(v) Includes an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets and the Canadian Assets prior to making its offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Acquired Assets and the Canadian Assets in making its bid; and (iii) did not rely upon any written or oral statements, representations,

promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Acquired Assets and the Canadian Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Agreement or the Marked Agreements.

(vi) Includes a commitment to consummate the purchase of the Acquired Assets (including the receipt of any required governmental approvals) within not more than fifteen (15) days after entry of an order by the Bankruptcy Court approving such purchase and license, subject to the receipt of any governmental approvals which must be obtained within 10 days after entry of such order.

(vii) Is received by the Bid Deadline.

A bid received from a Qualified Bidder will constitute a "Qualified Bid" only if it includes all of the Required Bid Documents and meets all of the above requirements; provided, however, that Delphi shall have the right, in its sole discretion, to entertain bids for the Acquired Assets and the Canadian Assets that do not conform to one or more of the requirements specified herein and deem such bids to be Qualified Bids. Notwithstanding the foregoing, Purchaser shall be deemed a Qualified Bidder, and the Agreement shall be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Transaction. A Qualified Bid will be valued based upon factors such as the net value provided by such bid and the likelihood and timing of consummating such Transaction. Each Qualified Bid other than that of Purchaser is referred to as a "Subsequent Bid". If Delphi does not receive any Qualified Bids other than the Agreement received from Purchaser, Delphi will report the same to the Bankruptcy Court and will proceed with the Transaction pursuant to the terms of the Agreement.

G. Bid Protection. Recognizing Purchaser's expenditure of time, energy and resources, Delphi has agreed to provide certain bidding protections to Purchaser. Specifically, Delphi has determined that the Agreement will further the goals of the Bidding Procedures by setting a floor that all other Potential Bids must exceed. As a result, Delphi has agreed that if Purchaser is not the Successful Bidder, Delphi shall, in certain circumstances, pay to Purchaser the Break-Up Fee. The payment of the Break-Up Fee shall be governed by the provisions of the Agreement and the Order of the Bankruptcy Court approving the Bidding Procedures.

H. Auction, Bidding Increments and Bids Remaining Open. If Delphi receives at least one (1) Qualified Bid in addition to the Agreement, Delphi will conduct an auction (the "Auction") of the Acquired Assets upon notice to all Qualified Bidders who have submitted Qualified Bids at 10:00 a.m. EST on or before October 23, 2007, at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Chicago, Illinois 60606-1285 or Four Times Square, New York, New York 10036 (at Delphi's election) or such later time or other place as Delphi shall notify all Qualified Bidders who have submitted Qualified Bids (but in no event later than the second (2nd) Business Day prior to the Sale Hearing), in accordance with the following procedures:

(i) Only Delphi, Purchaser, any representative of the Creditors' Committee and the Equityholders' Committee, the agent under Delphi's post-petition credit facility (and the legal and financial advisers to each of the foregoing), and any Qualified Bidder who has timely submitted a Qualified Bid

shall be entitled to attend the Auction, and only Purchaser and the other Qualified Bidders will be entitled to make any subsequent Qualified Bids at the Auction.

(ii) At least two (2) Business Days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform Delphi whether it intends to participate in the Auction and at least one (1) Business Day prior to the Auction, Delphi shall provide copies of the Qualified Bid or combination of Qualified Bids which Delphi believes is the highest or otherwise best offer to all Qualified Bidders who have informed Delphi of their intent to participate in the Auction.

(iii) All Qualified Bidders who have submitted a Qualified Bid shall be entitled to be present for all Subsequent Bids with the understanding that the true identity of each bidder shall be fully disclosed to all other bidders and that all material terms of each Subsequent Bid will be fully disclosed to all other bidders throughout the entire Auction.

(iv) Seller may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith.

(v) Bidding at the Auction shall begin with the highest or otherwise best Qualified Bid or combination of Qualified Bids and continue in minimum increments of at least \$250,000 higher than the previous bid or bids. The Auction shall continue in one or more rounds of bidding and shall conclude after each participating bidder has had the opportunity to submit an additional Subsequent Bid with full knowledge and written confirmation of the then-existing highest bid or bids. For the purpose of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by Purchaser), Delphi may give effect to any Break-Up Fee that may be payable to Purchaser under the Agreement as well as any assets to be retained by Delphi.

(vi) At the conclusion of the Auction, or as soon thereafter as practicable, Delphi, in consultation with its financial advisors, shall: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Transaction; and (ii) identify the highest or otherwise best offer(s) for the Acquired Assets and the Canadian Assets received at the Auction (the "Successful Bid(s)" the bidder(s) making such bid, the "Successful Bidder(s)").

I. Acceptance of Qualified Bids. Delphi shall sell the Acquired Assets and the Canadian Assets for the highest or otherwise best Qualified Bid (or combination of Qualified Bids) upon the approval of such Qualified Bid(s) by the Bankruptcy Court after the hearing (the "Sale Hearing"). If, after an Auction in which Purchaser: (i) shall have bid an amount in excess of the consideration presently provided for in the Agreement with respect to the transactions contemplated under the Agreement; and (ii) is the Successful Bidder, it shall, at the Closing under the Agreement, pay, in full satisfaction of the Successful Bid, an amount equal to: (a) the amount of the

Successful Bid; less (b) the Break-Up Fee. Delphi's presentation of a particular Qualified Bid to the Bankruptcy Court for approval does not constitute Delphi's acceptance of the bid. Delphi will be deemed to have accepted a bid only when the bid has been approved by the Bankruptcy Court at the Sale Hearing.

J. Sale Hearing. The Sale Hearing will be held before the Honorable Judge Robert Drain on October 25, 2007 at 10:00 A.M. (prevailing Eastern Time) at the United States Bankruptcy Court for the Southern District of New York, located in New York, New York, but may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing. If Delphi does not receive any Qualified Bids (other than the Qualified Bid of Purchaser), Delphi will report the same to the Bankruptcy Court at the Sale Hearing and will proceed with a sale of the Acquired Assets and the Canadian Assets to Purchaser following entry of the Sale Approval Order. If Delphi does receive additional Qualified Bids, then, at the Sale Hearing, Delphi shall seek approval of the Successful Bid(s), as well as the second highest or best Qualified Bid(s) (the "Alternate Bid(s)" and such bidder(s), the "Alternate Bidder(s)"). Delphi's presentation to the Bankruptcy Court of the Successful Bid(s) and Alternate Bid(s) shall not constitute Delphi's acceptance of either or any such bid(s), which acceptance shall only occur upon approval of such bid(s) by the Bankruptcy Court at the Sale Hearing. Following approval of the sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the sale because of: (i) failure of a condition precedent beyond the control of either Delphi or the Successful Bidder; or (ii) a breach or failure to perform on the part of such Successful Bidder(s), then the Alternate Bid(s) shall be deemed to be the Successful Bid(s) and Delphi shall effectuate a sale to the Alternate Bidder(s) without further order of the Bankruptcy Court.

K. Return of Good Faith Deposit. The Good Faith Deposits of all Qualified Bidders (except for the Successful Bidder) shall be held in an interest-bearing escrow account and all Qualified Bids shall remain open (notwithstanding Bankruptcy Court approval of a sale pursuant to the terms of one or more Successful Bids by one or more Qualified Bidders), until two (2) Business Days following the closing of the Transaction (the "Return Date"). Notwithstanding the foregoing, the Good Faith Deposit, if any, submitted by the Successful Bidder(s), together with interest thereon, shall be applied against the payment of the Purchase Price upon closing of the Sale to the Successful Bidder(s). If a Successful Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Bidder, Delphi will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder, and such Good Faith Deposit shall irrevocably become property of Delphi. On the Return Date, Delphi shall return the Good Faith Deposits of all other Qualified Bidders, together with the accrued interest thereon.

L. Reservation of Rights. Delphi, after consultation with the agents for its secured lenders and the Creditors' Committee: (i) may determine, which Qualified Bid, if any, is the highest or otherwise best offer; and (ii) may reject at any time, any bid (other than Purchaser's initial bid) that is: (a) inadequate or insufficient; (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or the terms and conditions of the Transaction; or (c) contrary to the best interests of Delphi, its estate and creditors as determined by Delphi in its sole discretion.

12.3 Break-up Fee.

In the event Seller terminates this Agreement under Section 13.2.B. and sells, transfers or otherwise disposes of all or substantially all or a material portion of the Acquired Assets in a transaction or a series of related transactions with one or more parties other than Purchaser in accordance with the Bidding Procedures (such event being an "Alternative Transaction"), Seller shall, within five (5) Business Days after the consummation of the Alternative Transaction(s), pay to Purchaser an amount equal to \$1,500,000 (the "Break-Up Fee"). Notwithstanding the foregoing, Purchaser shall not be entitled to a Break-Up Fee if Purchaser is in material breach of this Agreement or the Bidding Procedures.

13. TERMINATION.

13.1 If, after the date of this Agreement and prior to the passage of title and risk of loss, (x) any Manufacturing Equipment or Test and Development Equipment, is lost, severely damaged or destroyed by any cause whatsoever (excluding ordinary wear and tear and damage caused by the acts or omissions of Purchaser or its agents or employees), and (y) such loss, damage or destruction does not constitute a Material Adverse Effect, this Agreement shall terminate with respect to the affected Acquired Asset, and an adjustment in the amount of 22% of the GBV of the affected Acquired Asset will be made to the Purchase Price by the Parties. Likewise, if after the date of this Agreement and prior to the passage of title and risk of loss, (a) any Manufacturing Equipment or Test or Development Equipment, is lost, severely damaged or destroyed by any cause whatsoever (excluding ordinary wear and tear and damage caused by the acts or omissions of Seller or its agents or employees), and (b) Seller, at its option, repairs or replaces such Acquired Asset with an asset that, when compared to the original Acquired Asset results in an improvement that can be capitalized under U.S. GAAP, then an adjustment in an amount equal to the net book value of the improvement will be made to the Purchase Price by the Parties; provided, however, (i) there will be no adjustment to the Purchase Price under subparts (a) and (b) of this paragraph to the extent the casualty to the asset is fully covered by insurance (i.e., no out-of-pocket costs incurred by Seller), and (ii) Purchaser shall have the right to terminate this Agreement under Section 13.2.E if the Purchase Price adjustment under subparts (a) and (b) of this paragraph is more than \$1,000,000.

13.2 This Agreement may be terminated at any time prior to the Closing by either Party:

- A. by mutual written consent; or
- B. if Delphi consummates an Alternative Transaction according to the terms of this Agreement;
- C. provided that the terminating Party is not in breach of its obligations under this Agreement, if the Bankruptcy Court has not entered a Sale Approval Order, on or before December 15, 2007 and such Sale Approval Order, as of December 15, 2007, is not subject to a stay or injunction;
- D. provided that the terminating Party is not in breach of its obligations under this Agreement, if the Closing shall not have occurred for any reason prior to January 10, 2008; and
- E. if a Material Adverse Effect occurs, but only by a Party that is not in breach of this Agreement.

13.3 This Agreement may be terminated at any time prior to the Closing by Seller if Purchaser materially fails to perform any of its covenants or obligations under this Agreement or materially breaches any representation or warranty under this Agreement.

13.4 In the event of termination of this Agreement as provided in Section 13.2.B. hereof, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the Parties, except (i) as set forth in Section 12.3, as well as Article 14 to the extent applicable to such surviving sections each of which, to the extent applicable, shall survive termination of this Agreement, and (ii) that nothing herein shall relieve any Party from liability for any willful or intentional breach of any provision hereof prior to termination. No termination of this Agreement shall affect the obligations of the parties contained in the Nondisclosure Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms.

14. MISCELLANEOUS.

14.1 Notices.

All notices, requests, consents or other communications permitted or required under this Agreement will be in writing and will be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first business day after sent by reputable overnight carrier, or on the third business day after sent by registered or certified first class mail (with receipt confirmed), to the following:

If to Seller: **DELPHI AUTOMOTIVE SYSTEMS LLC**
5725 Delphi Drive
Troy, Michigan 48098
Attn: AHG - Manager, Mergers & Acquisitions -
Saginaw Brake Transaction
Fax No.: 248-813-2410

With a copy to: **DELPHI AUTOMOTIVE SYSTEMS LLC**
5725 Delphi Drive
Troy, Michigan 48098
Attn: Deputy General Counsel - Transactional
and Restructuring
Fax No.: 248-813-2491

If to Purchaser: **TRW INTEGRATED CHASSIS SYSTEMS LLC**
12025 Tech Center Drive
Livonia, Michigan 48150
Attn: Assistant General Counsel
Fax No.: 734-855-3250

With a copy to: **KELSEY-HAYES COMPANY**
Vice President
North American Braking
12025 Tech Center Drive
Livonia, MI 48150
Fax No.: 734-855-3006

With a copy to: Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, Michigan 48226-3506
Attn: Donald F. Baty, Jr.
Fax No.: 317-465-7315

provided, however, if a Party will have designated a different addressee by notice, then to the last addressee so designated.

14.2 **Bulk Sales Laws.**

Seller and Purchaser hereby waive compliance by Seller with the provisions of the bulk sales law of any state or foreign jurisdiction.

14.3 **Assignment.**

This Agreement will be binding and inure to the benefit of the successors and assigns of each of the Parties and their Affiliates, but no rights, obligations, duties or liabilities of any Party may be assigned without the prior written consent of the others, which will not be unreasonably withheld; provided, however, Purchaser may assign this Agreement to any wholly owned subsidiary, but such assignment will not relieve Purchaser of any of its obligations under this Agreement or the Ancillary Agreements.

14.4 **Entire Agreement.**

This Agreement, together with the Ancillary Agreements, Bidding Procedures Order and Sale Approval Order represents the entire agreement and understanding between the Parties with respect to the transactions contemplated herein. This Agreement supersedes all prior agreements, understandings, arrangements, covenants, representations or warranties, written or oral, by any officer, employee or representative of either Party dealing with the subject matter hereof.

14.5 **Waiver.**

Any waiver by Seller or Purchaser of any breach or of a failure to comply with any provision of this Agreement: (i) will be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) will not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided herein, any agreement on the part of a Party to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such Party.

14.6 **Severability.**

Should any provision, or any portion thereof, of this Agreement for any reason be held invalid or unenforceable, such decision will not affect the validity or enforceability of any of the other provisions, or portions thereof, of this Agreement, which other provisions, and portions, will remain in full force and effect, and the application of such invalid or unenforceable provision,

or portion thereof, to persons or circumstances other than those as to which it is held invalid or unenforceable will be valid and be enforced to the fullest extent permitted by Law.

14.7 Amendment.

This Agreement may only be amended only in writing by duly authorized representatives or officers of the Parties

14.8 Expenses.

Except for the Break-Up Fee or as provided in any Ancillary Agreement, each Party will be responsible for its own expenses incurred in connection with the preparation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

14.9 Third Parties.

Nothing contained in this Agreement, express or implied, is intended to or will be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

14.10 Headings.

The headings contained in this Agreement are inserted for convenience only and will not be deemed to constitute a part of this Agreement.

14.11 Counterparts.

More than one counterpart of this Agreement may be executed by the Parties, and each fully executed counterpart will be deemed an original.

14.12 Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of Michigan and, to the extent applicable, the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

14.13 Public Announcements.

Seller may inform its employees, customers, suppliers and/or any of the constituents in the Bankruptcy Cases (including, without limitation, the UAW, the unsecured creditors committee, the equity committee, ad hoc committees and the plan investors and other stakeholders and General Motors) of the substance of this Agreement. Seller and Purchaser will consult with each other before issuing any press releases with respect to this Agreement or the transactions contemplated hereby, and will not issue any press release without mutual consent, except as may be required by Law and then only with such prior consultation. Notwithstanding the foregoing, Seller or Purchaser may make any public filing contemplated in this Agreement without the need for prior consultation; provided, however, to the extent practicable, Seller or Purchaser will provide a copy of such public filing to the other Party prior to its filing.

14.14 Taxes.

All Taxes (other than income taxes or taxes payable in respect of gains on the sale of assets) or similar charges and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including recording fees) will be paid by Purchaser.

14.15 Venue and Retention of Jurisdiction.

The Purchaser and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, including the Ancillary Agreements (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

14.16 Risk of Loss.

Unless otherwise provided in this Agreement (including in Sections 1.3 and 1.4 above), all risk of loss, damage or destruction to all or any part of the Acquired Assets will be borne exclusively by the Seller through the Closing.

14.17 Enforcement of Agreement.

The Parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to all other remedies available at law or in equity.

14.18 Dispute Resolution.

Seller and Purchaser will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement or any Ancillary Agreement by good faith negotiations by senior management of each party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either party to the other, either party may make a written demand (the "Demanding Party") for formal dispute resolution (the "Notice") and specify therein in reasonable detail the nature of the dispute. Within fifteen (15) business days after receipt of the Notice, the receiving party (the "Defending Party") will submit to the other a written response. The Notice and the response will include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) business days after such written notification, the executives (and others named in the Notice or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored promptly. All negotiations pursuant to this Section 14.17 are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In any case, the Parties agree not to commence any litigation actions until the expiration of ninety (90) days after the date of the Notice, and all such actions are subject to Section 14.15 above.

14.19 Dollar Amounts.

All amounts referenced in this Agreement are in US dollars.

14.20 Survival.

Except as otherwise explicitly set forth herein, no terms in this Agreement survive termination or Closing, as the case may be.

14.21 Bankruptcy Court Approval.

Notwithstanding anything to the contrary herein, Sellers' obligations under Section 12.3 are expressly subject to the entry of the Bidding Procedures Order. All other obligations of Sellers hereunder are subject to the entry of the Sale Approval Order.

14.22 Jury Trial Waiver.

THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR ANY OF THE ANCILLARY AGREEMENTS. NO PARTY SHALL BE DEEMED TO HAVE RELINQUISHED THE BENEFIT OF THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO WHICH SUCH RELINQUISHMENT WILL BE CHARGED.

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized officers.

TRW INTEGRATED CHASSIS SYSTEMS LLC

By: _____

Print Name: _____

Its: _____

DELPHI AUTOMOTIVE SYSTEMS LLC

By: _____

Print Name: _____

Its: _____

DELPHI TECHNOLOGIES, INC.

By: _____

Print Name: _____

Its: _____

LIST OF SCHEDULES AND EXHIBITS

<u>Designation</u>	<u>Description</u>
Schedule C-1	TRW Contract Manufacturing Equipment
Schedule C-2	Delphi Contract Manufacturing Equipment
Schedule M	Manufacturing Equipment
Schedule O	Certain Other Personal Property
Schedule P-1	Production Products
Schedule P-2	Past Model Service Parts
Schedule S	Software and software licenses to be transferred
Schedule T	Test and Development Equipment
Schedule 1.3.A	Schedule for removal of Non-Saginaw Assets
Schedule 1.5.A	Third Party Assets (assets not owned by Delphi but used in the manufacturing Products or operating the Leased Premises)
Schedule 1.5.B	Certain Excluded Assets
Schedule 3.2	Inventory Value
Schedule 3.4	Purchase Price allocation
Schedule 4.1	Certain salaried employees (to be completed by parties within 30 days)
Schedule 4.2	Hourly Employees
Schedule 5.1	GM Directed Buy Parts (parts to be supplied by Delphi to Purchaser)
Schedule 5.2	Non GM Directed Buy Parts
Schedule 5.4	Contract Manufacturing Parts
Schedule 5.5	Saginaw Supplied Parts (parts to be supplied by Purchaser to Delphi)
Schedule 8.1	Knowledge of Seller
Schedule 8.1.D	Litigation
Schedule 8.1.L	Infringement
Schedule 8.2	Knowledge of Purchaser
Exhibit 1	Deposit Escrow Agreement
Exhibit 5.4	Contract Manufacturing Agreement
Exhibit 6.1	Lease Agreement
Exhibit 6.3	Contract Manufacturing Removal Plan
Exhibit 7.1	Transition Services Agreement
Exhibit 11.8	Parent Guaranty

EXHIBIT F

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----X

ORDER UNDER 11 U.S.C. § 363 AND FED. R. BANKR. P. 2002, 6004, AND 9014
AUTHORIZING AND APPROVING SALE BY DELPHI AUTOMOTIVE SYSTEMS LLC
AND DELPHI TECHNOLOGIES, INC. OF CERTAIN EQUIPMENT AND OTHER
ASSETS PRIMARILY USED IN DEBTORS' SAGINAW CHASSIS
BUSINESS FREE AND CLEAR OF LIENS

("SAGINAW CHASSIS ASSET SALE APPROVAL ORDER")

Upon the expedited motion, dated September 17, 2007 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for orders pursuant to 11 U.S.C. § 363 and Fed. R. Bankr. P. 2002, 6004, and 9014 (i) approving bidding procedures, (ii) granting certain bid protections, (iii) approving the form and manner of sale notices, and (iv) setting a sale hearing date (the "Sale Hearing") in connection with the sale (the "Sale") of certain assets of Delphi Automotive Systems LLC ("DAS LLC") and Delphi Technologies, Inc. (together with DAS LLC, the "Selling Debtor Entities")¹ primarily used and located at DAS LLC's chassis facility in Saginaw, Michigan (the "Saginaw Chassis Business"), and in other locations in North America, including the manufacturing equipment, test and development

¹ The Selling Debtor Entities and Delphi Canada, Inc., a non-Debtor affiliate, shall be collectively referred to as the "Sellers."

equipment, inventory, assigned permits, and other personal property (the "Acquired Assets") pursuant to the Asset Purchase Agreement, dated September 17, 2007 (the "Agreement," a copy of which is attached hereto as Exhibit A), by and between the Selling Debtor Entities and TRW Integrated Chassis Systems LLC (the "Purchaser")² or to the party submitting the highest or otherwise best bid (the "Successful Bidder"); and the Court having entered an order on October ___, 2007 (the "Bidding Procedures Order") (Docket No.____) (a) approving bidding procedures, (b) granting certain bid protections, (c) approving the form and manner of sale notices, and (d) setting the Sale Hearing; and the Sale Hearing having been held on November 29, 2007, at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion and the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties-in-interest; and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. The Court has jurisdiction over the Motion and the transactions contemplated by the Agreement pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

B. The statutory predicates for the relief sought in the Motion are section 363 of 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code"), and Fed. R. Bankr. P. 2002, 6004, and 9014.

C. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, and the Sale has been provided in accordance with 11 U.S.C. §§ 102(l) and 363 and Fed. R. Bankr. P. 2002, 6004, and 9014, (ii) such notice was good, sufficient, and appropriate under the circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale is necessary.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Sellers have marketed the Acquired Assets and certain assets located at a facility in Oshawa, Ontario, Canada (the "Canadian Assets") and conducted the sale process in compliance with the Bidding Procedures Order.

E. The Selling Debtor Entities (i) have full power and authority to execute the Agreement and all other applicable documents contemplated thereby, and the transfer and conveyance of the Acquired Assets by the Selling Debtor Entities have been duly and validly authorized by all necessary action of the Selling Debtor Entities, (ii) have all of the power and authority necessary to consummate the transactions contemplated by the Agreement, and (iii) have taken all action necessary to authorize and approve the Agreement and to consummate the transactions contemplated thereby, and no consents or approvals, other than those expressly provided for in the Agreement, are required for the Selling Debtor Entities to consummate such transactions.

F. The Selling Debtor Entities have demonstrated (i) good, sufficient, and sound business purpose and justification for the Sale because, among other things, the Selling Debtor Entities and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Acquired Assets and determined that (a) the terms and conditions set forth in the Agreement, (b) the transfer to the Purchaser of the Acquired Assets pursuant thereto, and (c) the Purchase Price agreed to as reflected in the Agreement are all fair and reasonable and together constitute the highest or otherwise best value obtainable for the Acquired Assets and (ii) that compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization exist because, among other things, absent the Sale the value of the Acquired Assets will be substantially diminished.

G. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including without limitation: (i) the Office of the United States Trustee for the Southern District of New York, (ii) counsel for the Purchaser, (iii) counsel for the official committee of unsecured creditors appointed in these chapter 11 cases, (iv) counsel for the official committee of equity security holders appointed in these chapter 11 cases, (v) all entities known to have expressed an interest in a transaction with respect to the Acquired Assets and the Canadian Assets during the past six months, (vi) all entities known to have asserted any Liens (as defined below) in or upon the Acquired Assets, (vii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion, (viii) the United States Attorney's office, (ix) the United States Department of Justice, (x) the Securities and Exchange Commission, (xi) the Internal Revenue Service, (xii) all entities on the Master Service List (as defined by the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And

Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 2883) (the "Supplemental Case Management Order")), and (xiii) such other entities as are required to be served with notices under the Supplemental Case Management Order.

H. The Purchaser is not an "insider" of any of the Debtors as that term is defined in 11 U.S.C. § 101(31).

I. The Agreement was negotiated, proposed, and entered into by the Sellers and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Sellers nor the Purchaser has engaged in any conduct that would cause or permit the Sale to be avoidable under 11 U.S.C. § 363(n).

J. The Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, is entitled to all of the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Agreement at all times after the entry of this Sale Approval Order.

K. The consideration provided by the Purchaser for the Acquired Assets pursuant to the Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, (iii) will provide a greater recovery for the Selling Debtor Entities' stakeholders than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

L. The transfer of the Acquired Assets to the Purchaser is a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title, and interest of the Selling Debtor Entities to the Acquired Assets free and clear of any and all liens of any type whatsoever (including tax liens and any statutory or common law liens, possessory or otherwise), charges, pledges, security interests, conditional sale agreements or other title retention agreements, leases, mortgages, security interests, options, or other encumbrances (including the filing of, or agreement to give, any financing statements under the Uniform Commercial Code of any jurisdiction) and any monetary amounts which are secured by any lien, including, but not limited to those (i) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Selling Debtor Entities or the Purchaser's interest in the Acquired Assets, or any similar rights, and (ii) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Saginaw Chassis Business prior to the transfer of the Acquired Assets to the Purchaser (collectively, the "Liens").

M. If the Sale of the Acquired Assets by the Selling Debtor Entities were not free and clear of any Liens as set forth in the Agreement and this Sale Approval Order, or if the Purchaser would, or in the future could, be liable for any of the Liens as set forth in the Agreement and this Sale Approval Order, the Purchaser would not have entered into the Agreement and would not consummate the Sale or the transactions contemplated by the Agreement, thus adversely affecting the Selling Debtor Entities, their estates, and their stakeholders.

N. The Selling Debtor Entities may sell their interests in the Acquired Assets free and clear of all Liens because, in each case, one or more of the standards set forth in 11

U.S.C. § 363(f)(1)-(5) has been satisfied. All holders of Liens who did not object, or withdrew their objections to the Sale, are deemed to have consented to the Sale pursuant to 11 U.S.C.

§ 363(f)(2). Those holders of Liens who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f), and all holders of Liens are adequately protected by having their Liens, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an interest with the same priority, validity, force, and effect as they attached to such property immediately before the closing of the Sale.

O. The transfer of the Acquired Assets to the Purchaser will not subject the Purchaser to any liability whatsoever with respect to the operation of the Saginaw Chassis Business prior to the Closing of the Sale or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust or successor or transferee liability.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

General Provisions

1. The Motion is GRANTED.

Approval Of The Agreement

2. Pursuant to 11 U.S.C. § 363(b), the Agreement and all of the terms and conditions thereof are hereby approved.

3. Pursuant to 11 U.S.C. § 363(b), the Selling Debtor Entities are authorized, but not directed, to perform their obligations under the Agreement and comply with the terms thereof and consummate the Sale in accordance with and subject to the terms and conditions of the Agreement.

4. Each of the signatories to the Agreement is authorized, but not directed, to take all actions necessary or appropriate to effectuate the terms of this Sale Approval Order.

5. The Selling Debtor Entities are authorized, but not directed, to execute and deliver, and empowered to perform under, consummate, and implement, the Agreement, together with all additional instruments and documents as may be reasonably necessary or desirable to implement the Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Agreement.

6. This Sale Approval Order and the Agreement shall be binding in all respects upon all stakeholders (whether known or unknown) of the Selling Debtor Entities, the Purchaser, all successors and assigns of the Purchaser and the Selling Debtor Entities, all affiliates and subsidiaries of the Purchaser and the Selling Debtor Entities, and any subsequent trustees appointed in the Selling Debtor Entities' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. To the extent that any provision of this Sale Approval Order is inconsistent with the terms of the Agreement, this Sale Approval Order shall govern.

7. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that any such modification, amendment, or supplement is not material.

Sale And Transfer Of The Acquired Assets

8. Pursuant to 11 U.S.C. §§ 363(b) and 363(f), upon the consummation of the Agreement, the Selling Debtor Entities' right, title, and interest in the Acquired Assets shall be transferred to the Purchaser free and clear of all Liens, with all such Liens to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they had as against the Acquired Assets immediately before such transfer, subject to any claims and defenses the Selling Debtor Entities may possess with respect thereto.

9. The transfer of the Acquired Assets to the Purchaser pursuant to the Agreement constitutes a legal, valid, and effective transfer of the Acquired Assets, and shall vest the Purchaser with all right, title, and interest of the Selling Debtor Entities in and to the Acquired Assets free and clear of all Liens of any kind or nature whatsoever.

10. If any person or entity which has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Liens against or in the Acquired Assets shall not have delivered to the Selling Debtor Entities prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens that the person or entity has with respect to the Acquired Assets, or otherwise, then (a) the Selling Debtor Entities are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the

person or entity with respect to the Acquired Assets and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Approval Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens in the Acquired Assets of any kind or nature whatsoever.

11. This Sale Approval Order (a) shall be effective as a determination that, upon the Closing of the Sale, all Liens of any kind or nature whatsoever existing as to the Selling Debtor Entities or the Acquired Assets being sold by the Selling Debtor Entities prior to the Closing of the Sale have been unconditionally released, discharged, and terminated (other than any surviving obligations), and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

12. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade stakeholders, and other stakeholders, holding Liens of any kind or nature whatsoever against or in the Selling Debtor Entities or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Saginaw Chassis Business, the Acquired Assets, the operation of the Saginaw Chassis Business prior to the Closing of the Sale,

or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' Liens. Nothing in this Sale Approval Order or the Agreement releases or nullifies any Liability to a governmental agency under any environmental laws and regulations that any entity would be subject to as owner or operator of any Acquired Assets after the date of entry of this Sale Approval Order. Nothing in this Sale Approval Order or the Agreement bars, estops, or enjoins any governmental agency from asserting or enforcing, outside the Court, any Liability described in the preceding sentence. Notwithstanding the above, nothing herein shall be construed to permit a governmental agency to obtain penalties from the Purchaser for days of violation of environmental laws and regulations prior to Closing.

Additional Provisions

13. The consideration provided by the Purchaser for the Acquired Assets under the Agreement is hereby deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and under the laws of the United States, and any state, territory, or possession thereof, or the District of Columbia.

14. Upon the Closing of the Sale, this Sale Approval Order shall be construed as and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Acquired Assets or a bill of sale transferring good and marketable title in the Acquired Assets to the Purchaser pursuant to the terms of the Agreement.

15. Upon the Closing of the Sale, each of the Selling Debtor Entities' creditors is authorized and directed to execute such documents and take all other such actions as may be necessary to release its respective Liens against the Acquired Assets, if any, as such Liens may have been recorded or may otherwise exist.

16. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

17. All entities which are currently, or as of the Closing of the Sale may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed pursuant to the Agreement are hereby directed to surrender possession of the Acquired Assets to the Purchaser upon the Closing of the Sale.

18. All persons holding Liens against or in the Selling Debtor Entities or the Acquired Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Lien against the Purchaser, its property, its successors and assigns, or the Acquired Assets with respect to any Lien of any kind or nature whatsoever which such person or entity had, has, or may have against or in the Selling Debtor Entities, their estates, their officers, their directors, their shareholders, or the Acquired Assets. Following the Closing of the Sale, no holder of a Lien in the Selling Debtor Entities shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such Interest or any actions that the Debtors may take, or have taken, in their chapter 11 cases.

19. The transactions contemplated by the Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Acquired Assets shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

20. The consideration provided by the Purchaser for the Acquired Assets under the Agreement is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

21. The Selling Debtor Entities, including, but not limited to, their officers, employees, and agents, are hereby authorized to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Agreement and this Sale Approval Order. The Selling Debtor Entities shall be, and they hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Approval Order.

22. The terms and provisions of the Agreement and this Sale Approval Order shall be binding in all respects upon, and shall inure to the benefit of, the Selling Debtor Entities, their estates, and their stakeholders, the Purchaser, and its affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting a Lien in the Acquired Assets to be sold to the Purchaser pursuant to the Agreement, notwithstanding any subsequent appointment of any trustee or other fiduciary under any section of any chapter of the

Bankruptcy Code, as to which trustee or other fiduciary such terms and provisions likewise shall be binding.

23. Notwithstanding anything contained herein to the contrary, the term "Acquired Assets" as defined herein does not include property that is not property of the Selling Debtor Entities' estates, such as funds that are trust funds under any applicable state lien laws.

24. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

25. The failure specifically to include or to reference any particular provision of the Agreement in this Sale Approval Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

26. The Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Selling Debtor Entities' estates.

27. Nothing in this Sale Approval Order shall alter or amend the Agreement and the obligations of the Sellers and the Purchaser thereunder.

28. This Court retains exclusive jurisdiction to interpret, construe, enforce, and implement the terms and provisions of this Sale Approval Order, the Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations owed to the Sellers pursuant to the Agreement, (c) resolve any disputes arising under or related to the Agreement, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Approval Order, and (e) protect the Purchaser against any Lien against the Selling Debtor Entities or the Acquired Assets, of any kind or nature whatsoever, which Liens, valid and timely perfected, shall attach to the proceeds of the Sale.

29. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
November __, 2007

UNITED STATES BANKRUPTCY JUDGE